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## Regulations

### TITLE 14—CIVIL AVIATION

#### Chapter I—Civil Aeronautics Board

[Civil Air Regs., Amdt. 97-5]

**PART 97—RULES OF PRACTICE GOVERNING SUSPENSION AND REVOCATION PROCEEDINGS BEFORE THE BOARD UNDER SECTION 609 OF THE CIVIL AERONAUTICS ACT OF 1938, AS AMENDED**

#### SUBMISSION WITHOUT HEARING OR APPEARANCE

At a session of the Civil Aeronautics Board held at its office in Washington, D. C., on the 9th day of August 1946.

Effective August 9, 1946, § 97.16 of the Civil Air Regulations is amended to read as follows:

§ 97.16 *Submission without hearing or appearance.* Where hearing has been waived by the respondent, the examiner, on the basis of the pleadings and the documentary evidence submitted to the Board by the parties, shall prepare the initial decision. The examiner shall serve, by registered mail, a copy of this initial decision upon respondent and his counsel, if any. A copy shall also be served upon complainant. The parties to the proceeding shall have five days, or such additional time as the examiner may specify, after the date of service of such initial decision within which to file exceptions and appeal to the Board. If no exception to, appeal to the Board from, or motion by the Board to review, such decision is filed or entered within the time allowed, such decision shall without further proceedings then become the decision of the Board.

(52 Stat. 984, 1007; 49 U. S. C. 425, 551)

By the Civil Aeronautics Board.

[SEAL]      M. C. MULLIGAN,  
Secretary.

[F. R. Doc. 46-14095; Filed, Aug. 13, 1946;  
10:34 a. m.]

### TITLE 7—AGRICULTURE

#### Chapter IV—Production and Marketing Administration (Crop Insurance)

#### PART 419—COTTON CROP INSURANCE REGULATIONS FOR THE 1947 AND SUCCEEDING CROP YEARS

The Federal Crop Insurance Program is part of the general program of the United States Department of Agriculture administered for the benefit of agriculture.

By virtue of the authority vested in the Federal Crop Insurance Corporation by the Federal Crop Insurance Act, as amended, these regulations are hereby published and prescribed to be in force and effect, with respect to the 1947 and succeeding cotton crop insurance programs, until amended or superseded by regulations hereafter made.

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Sec.

419.44 Cotton crop insurance regulations for the 1946 and succeeding crop years superseded.

**AUTHORITY:** §§ 419.1 to 419.44, inclusive, issued under secs. 506 (e), 507 (c), 508, 509, and 516 (b) of the Federal Crop Insurance Act, as amended; 52 Stat. 73, 52 Stat. 835, 58 Stat. 918, 7 U. S. C. 1506 (e), 1507 (c), 1508, 1509, 1516 (b).

#### MANNER OF OBTAINING INSURANCE

§ 419.1 *Availability of cotton crop insurance.* (a) Cotton crop insurance against loss in yields will be offered on American Upland cotton crops grown for harvest in the 1947 and succeeding crop years in accordance with this part. The amount of insurance per acre of cotton crop insurance shall not exceed 75 percent of the average yield of lint cotton for the farm. The insurance shall cover the loss of cottonseed production only if the producer applies for such insurance.

(b) Insurance will not be provided in any county unless written applications for insurance on crops authorized to be insured are filed, which, together with the contracts in force, cover at least fifty farms or one-third of the farms normally producing these crops, except that insurance may be provided for producers on farms situated in a local producing area bordering on a county with a crop insurance program.

§ 419.2 *Application for insurance.* Application for insurance on a form entitled "Application for Cotton Crop Insurance" may be made by any person to cover his interest as landlord, owner-operator, tenant, or sharecropper, in a cotton crop. An application shall cover the applicant's interest in the cotton crop on all insurance units considered for crop insurance purposes to be located in the county or, where applicable, on all insurance units in the local producing area, in which the applicant has an interest at the time of the planting of the cotton crop to be harvested in the 1947 and any succeeding crop year while the contract remains in force: *Provided, however,* That an application executed by any person as an individual shall not cover his interest as a partner in a crop produced by a partnership. Applications shall be submitted to the office of the county association on or before the applicable closing date shown in § 419.42.

§ 419.3 *Acceptance of applications by the Corporation.* (a) Upon acceptance of an application by a duly authorized representative of the Corporation, the insurance contract shall be in effect commencing with the first crop year beginning after submission of the application, provided such application is submitted in accordance with this part. The applicant's copy of the accepted application shall be mailed to him.

(b) The Corporation reserves the right to reject any application for insurance in its entirety or with respect to any one or more of the insurance units covered by the application or to limit, in any year, the insurance on the applicant's interest in any insurance unit covered by the application to any

available level of insurance lower than the one applied for.

(c) Insurance contracts covering farms situated in a local producing area shall be handled in the office of the county association of the designated adjoining county with a crop insurance program.

§ 419.4 *Termination of insurance contract.* (a) Subject to the provisions of paragraph (b) of this section, the insurance contract shall be in effect for the first full crop year following submission of the application and shall continue for each succeeding crop year until either party gives to the other party, on or before January 31 of any year or the applicable calendar closing date for filing applications for the year in question, whichever is later, written notice of termination effective at the beginning of the succeeding crop year. Failure to terminate the contract, as herein provided, shall constitute acceptance of changes, if any, in the premium rate(s), amounts of insurance, insurance coverages, or this part. Any notice given by the insured to the Corporation pursuant to this paragraph shall be submitted in writing to the office of the county association.

(b) If the minimum participation requirement set forth in § 419.1 (b) is not set for any year, contracts then in force shall continue in force only to the end of the crop year for which such requirement is not met: *Provided, however,* That if such contracts, together with any other crop insurance contracts and new applications for crop insurance filed on or before the next succeeding applicable calendar closing date, are sufficient to meet the minimum participation requirement, such contracts shall continue to be in force.

(c) If for two consecutive years no cotton in which the insured has an insurable interest is planted in the county, the contract shall terminate.

#### INSURANCE COVERAGE

§ 419.5 *Insurable and non-insurable farms.* Any farm or part thereof which is designated on the crop-insurance listing sheet as "non-insurable," because of the insurance risk involved, shall not be considered in any manner whatsoever under the insurance contract, except as provided in § 419.17 (b) and § 419.37. The Corporation may determine that a farm or part thereof is non-insurable for any crop year, and so designate it on the listing sheet at any time before the applicable calendar closing date for the filing of applications for insurance for such year. Any farm or part thereof not so designated is insurable.

§ 419.6 *Determination of insured acreage and interest.* (a) Promptly after planting a cotton crop each year, the insured shall submit to the Corporation, on a form entitled "Cotton Crop Insurance Acreage Report," a report over his signature of the acreage planted to cotton on each insurance unit in which he has an interest at the time of planting and his interest at the time of planting in the cotton crop planted. This report submitted by the insured shall be considered

final and not subject to change by the insured.

(b) The insured acreage with respect to each insurance unit shall be the acreage of cotton planted as reported by the insured or as determined by the Corporation, whichever the Corporation shall elect: *Provided, however,* That the Corporation reserves the right to limit the acreage to be insured in any year: *Provided, further,* That insurance shall not attach with respect to any acreage planted to cotton which is destroyed or substantially destroyed (as defined in § 419.14) and which can be replanted before it is too late to plant cotton, as determined by the Corporation, and such acreage is not replanted to cotton.

(c) The insured interest with respect to each insurance unit shall be the insured's interest in the crop at the time of planting as reported by the insured or the interest which the Corporation determines as the insured's actual interest at the time of planting, whichever the Corporation shall elect: *Provided, however,* That for the purpose of determining loss, the insured interest shall not exceed the insured's actual interest at the time of loss, or the beginning of harvest, whichever occurs first.

§ 419.7 *Insurance period.* Insurance with respect to any insured acreage shall attach at the time the cotton is planted. Insurance shall cease with respect to any portion of the cotton crop covered by the insurance contract upon weighing in at the gin, or disposal of the harvested crop, or transfer of interest in unharvested cotton after harvest has commenced, but in no event shall the insurance remain in effect later than March 31 of each year in Arizona, California, and New Mexico, or January 31 of each year in all other states, unless such time is extended in writing by the Corporation.

§ 419.8 *Amount of lint cotton insurance.* (a) The amount of lint cotton insurance per acre depends upon (1) the level of insurance, (2) the coverage group for the farm or part thereof, and (3) the stage of production reached by the cotton crop, as determined by the corporation.

The level of insurance shall be the one specified in the contract.

The coverage group for the farm or part thereof shall be the one established on the crop insurance listing sheet, and is to be used in conjunction with the schedule below.

The stages of production are as follows:

First stage: After it is too late to plant cotton but before the first cultivation;

Second stage: After the first cultivation but before laying by;

Third stage: After laying by but before harvest; and

Fourth stage: After harvest and to the end of the insurance period.

The amount of lint cotton insurance per acre for each stage of production shall be the number of pounds of lint cotton shown in the following schedule for the applicable level of insurance and coverage group:



SCHEDULE OF AMOUNTS OF LINT COTTON INSURANCE PER ACRE BY LEVELS OF COVERAGE, COVERAGE GROUPS, AND STAGES OF PRODUCTION

Level A					Level B					Level C				
Coverage group	First Stage: After it is too late to plant cotton but before the first cultivation	Second Stage: After the first cultivation but before laying by	Third Stage: After laying by but before harvest	Fourth Stage: After harvest and to the end of the insurance period	Coverage group	First Stage: After it is too late to plant cotton but before the first cultivation	Second Stage: After the first cultivation but before laying by	Third Stage: After laying by but before harvest	Fourth Stage: After harvest and to the end of the insurance period	Coverage group	First Stage: After it is too late to plant cotton but before the first cultivation	Second Stage: After the first cultivation but before laying by	Third Stage: After laying by but before harvest	Fourth Stage: After harvest and to the end of the insurance period
Number	Pounds	Pounds	Pounds	Pounds	Number	Pounds	Pounds	Pounds	Pounds	Number	Pounds	Pounds	Pounds	Pounds
1	3	5	9	12	1	4	7	13	18	1	6	9	17	22
2	4	6	12	16	2	6	10	18	24	2	7	12	22	30
3	5	8	15	20	3	7	12	22	30	3	9	15	28	37
4	6	10	18	24	4	9	14	27	36	4	11	18	34	45
5	7	11	21	28	5	10	17	31	42	5	13	21	39	52
6	8	13	24	32	6	12	19	36	48	6	15	24	45	60
7	9	14	27	36	7	13	22	40	54	7	17	27	51	67
8	10	16	30	40	8	15	24	45	60	8	19	30	56	75
9	11	18	34	46	9	17	28	52	69	9	22	34	65	86
10	13	21	39	52	10	19	31	58	78	10	24	39	73	97
11	14	23	43	58	11	22	35	65	87	11	27	43	82	109
12	16	26	48	64	12	24	38	72	96	12	30	48	90	120
13	17	28	52	70	13	26	42	79	105	13	33	52	98	131
14	19	30	57	76	14	28	46	85	114	14	36	57	107	142
15	21	34	63	84	15	31	50	94	126	15	39	63	118	157
16	23	37	69	92	16	34	55	102	138	16	43	69	129	172
17	25	40	75	100	17	37	60	112	150	17	47	75	141	187
18	27	43	81	108	18	40	65	121	162	18	51	81	152	202
19	29	46	87	116	19	43	70	130	174	19	54	87	163	217
20	32	51	96	128	20	48	77	144	192	20	60	96	180	240
21	35	56	105	140	21	52	84	157	210	21	66	105	197	262
22	38	61	114	152	22	57	91	171	228	22	71	114	214	285
23	41	66	123	164	23	61	98	184	246	23	77	123	231	307
24	46	74	138	184	24	69	110	207	276	24	86	138	259	345
25	51	82	153	204	25	76	122	229	306	25	96	153	287	382
26	56	90	168	224	26	84	134	252	336	26	105	168	315	420
27	61	98	183	244	27	91	146	274	366	27	114	183	343	457
28	68	109	204	272	28	102	163	306	408	28	127	204	382	510
29	75	120	225	300	29	112	180	337	450	29	141	225	422	562
30	82	131	246	328	30	123	197	369	492	30	154	246	461	615
31	89	142	267	356	31	133	214	400	534	31	167	267	501	667
32	99	158	297	396	32	148	238	445	594	32	180	297	547	742
33	109	174	327	436	33	163	262	490	654	33	204	327	613	817
34	119	190	357	476	34	178	286	535	714	34	223	357	669	892
35	129	206	387	516	35	193	310	580	774	35	242	387	726	967

(b) The amount of lint cotton insurance for each insurance unit for each year under the contract shall be the number of pounds of lint cotton determined by multiplying (1) the insured acreage by (2) the amount of lint cotton insurance per acre and by (3) the insured interest in the crop at the time of planting. If parts of the insurance unit fall in different coverage groups or different stages of production, the amount of insurance shall be computed separately, using the applicable acreage for each amount of insurance per acre, and the total of such computed amounts shall be the amount of lint cotton insurance for the insurance unit.

(c) Any person who has a cotton crop insurance contract covering the 1946 and succeeding crop years may, on or before the applicable closing date, submit an application for insurance covering the 1947 and succeeding crop years, which, when accepted by the Corporation, will be substituted for the contract covering the 1946 and succeeding crop years. Any such person who fails to submit such application shall be deemed to have consented to insurance with respect to the 1947 and succeeding crop years in accordance with the provisions of this part. In such case, if the existing contract provides for insurance of 50 percent of the average yield of lint cotton for the farm, the amount of insurance per acre shall be that available under level A; or, if the existing contract provides for insurance of 75 percent of the average yield of lint cotton for the farm, the amount of insurance per acre shall be that available under level B. In such case also, if the existing contract

covers loss of cottonseed production, insurance against loss of cottonseed production shall continue in accordance with this part.

**§ 419.9 Causes of loss insured against.** The insurance contract shall cover loss in yield of lint cotton (and cottonseed production, if insured) due to unavoidable causes, including drought, flood, hail, wind, frost, winter-kill, lightning, fire, excessive rain, snow, wildlife, hurricane, tornado, insect infestation, plant disease, and such other unavoidable causes as may be determined by the Board of Directors of the Corporation: *Provided, however,* That the Board of Directors may determine that for any county or area the insurance contract shall provide that loss in yield of lint cotton (and cottonseed production, if insured) due to any of the foregoing causes is not insured.

Where insurance is written on an irrigated basis, the insurance contract shall also cover loss in yield due to failure of the water supply from natural causes that could not be prevented by the insured, including (a) lowering of the water level in pump wells adequate at the beginning of the growing season to the extent that either deepening the well or drilling a new well would be necessary to obtain an adequate supply of water, (b) failure of public power used for pumping or failure of an irrigation district or water company to deliver water where such failure is not within the control of the insured, and (c) the collapse of casing in wells where such collapse could not have been foreseen and prevented by the insured.

**§ 419.10 Causes of loss not insured against.** The contract shall not cover damage to quality in any case, or loss in yield caused by:

(a) Neglect or malfeasance of the insured or of any person in his household or employment or connected with the farm as tenant, sharecropper, or wage hand;

(b) Theft;

(c) Domestic animals;

(d) Failure to follow recognized good farming practices;

(e) Poor farming practices, including but not limited to the use of defective or unadapted seed, failure to plant a sufficient quantity of seed, failure properly to prepare the land for planting, or properly to plant, care for or harvest (including unreasonable delay thereof) the insured crop;

(f) Following different fertilizer or farming practices than those considered in establishing the average yield, or planting cotton on land where the average productivity or farming hazards differ materially from the average productivity or farming hazards for the acreage considered in establishing the average yield and premium rate for such farm or part thereof;

(g) Failure to replant the cotton under circumstances where the Corporation determines it is practicable to replant;

(h) Planting cotton under conditions of immediate hazard;

(i) Planting excessive acreage under abnormal conditions;

(j) Planting another crop in the growing cotton crop (except winter legumes);

(k) Planting a variety of cotton which differs materially in yield from the vari-



ety considered in establishing the average yield for the farm or part thereof;

(l) Inability to obtain labor, seed, fertilizer, machinery, repairs or insect poison;

(m) Breakdown of machinery or failure of equipment due to mechanical defects;

(n) Failure properly to apply irrigation water to cotton in proportion to the amount of water available for all irrigated crops; or

(o) Failure to provide adequate casing or properly to adjust the pumping equipment in the event of a lowering of the water level in pump wells where such adjustment can be made without deepening the well.

#### PREMIUM FOR INSURANCE CONTRACT

§ 419.11 *Amount of annual premium.* Each annual premium for lint cotton insurance for each insurance unit under the contract shall be the number of pounds of lint cotton determined by multiplying (a) the insured acreage of cotton for the insurance unit by (b) the premium rate and by (c) the insured interest in the crop at the time of planting; *Provided, however,* That, subject to the minimum premium provision of this section, the amount of premium so determined shall not exceed 50 percent of the amount of insurance for such insurance unit. If more than one premium rate is applicable to the insurance unit, a premium shall be computed separately using the applicable acreage for each rate, and the total of the amounts so computed shall be the premium for lint cotton insurance for the insurance unit. The annual premium for lint cotton insurance for the insurance contract shall be the total of the premiums computed for the insured for all insurance units covered by the contract. The annual premium with respect to any insured acreage shall be regarded as earned when the cotton crop on such acreage is planted. If the insurance contract covers loss of cottonseed production, the annual premium for lint cotton insurance shall be increased by 20 percent. The minimum annual premium payable by the insured with respect to any insurance contract shall be fifteen pounds of lint cotton.

§ 419.12 *Manner of payment of premium.* (a) By executing a form entitled "Application for Cotton Crop Insurance," the applicant executes a premium note. This note represents a promise to pay to the Corporation annually, during the life of the insurance contract, on or before the applicable maturity date specified in § 419.43, the premium for all insurance units covered by the contract. Each annual premium or unpaid portion thereof shall bear interest after maturity at the rate of one-half of one percent for each full calendar month or fraction thereof, except that no interest shall be charged on any amount paid within two calendar months after maturity.

(b) Payment of any annual premium made before maturity may be made in cotton or cash, or both. In connection with any such payment, there shall be credited on the premium the number of

pounds of lint cotton computed by dividing the payment made (the proceeds of the sale of cotton, if cotton is paid) by the cash equivalent price per pound in effect for the date of payment. Later payments may be made only in cash. The cash equivalent of any annual premium or portion thereof which is not paid before maturity shall be established on the basis of the cash equivalent price in effect for the maturity date. Payments in cash shall be made by means of cash or by check, money order, postal note, or bank draft payable to the order of the Treasurer of the United States. All checks and drafts will be accepted subject to collection, and payments tendered shall not be regarded as paid unless collection is made. When a payment is made in cotton, it shall be by means of a negotiable warehouse receipt or other instrument acceptable to the Corporation representing salable cotton.

(c) Any unpaid amount of any annual premium (either before or after the date of maturity) may be deducted from any indemnity payable by the Corporation, from the proceeds of any commodity loan to the insured, and from any payment made to the insured under the Soil Conservation and Domestic Allotment Act, as amended, or any other act of Congress or program administered by the United States Department of Agriculture. Where any such deduction is made before maturity, the cash equivalent of the deduction will be based on the cash equivalent price used in computing the indemnity payment or the cash equivalent price determined by the Corporation to be in effect on the day the county committee approves such loan or other payment, whichever is applicable. Such price shall also be used in determining the number of pounds of lint cotton to be credited on the annual premium.

#### LOSS

§ 419.13 *Notice of loss or damage of cotton crop.* Unless otherwise provided by the Corporation, if a loss is probable, notice in writing shall be given the Corporation at the office of the county association immediately after any material damage to the insured crop and before the crop is harvested, removed, or any other use is made of it. Any such notice shall be given in time to allow the Corporation to make appropriate inspection.

§ 419.14 *Released acreage.* Any insured acreage on which the cotton crop has been destroyed or substantially destroyed may be released by the Corporation to be put to another use. The cotton crop shall be deemed to have been substantially destroyed if the Corporation determines that it has been so badly damaged that farmers generally in the area where the farm is located and on whose farms similar damage occurred would not further care for the crop or harvest any portion thereof.

Before any acreage is released, it shall be inspected, and, except for any acreage destroyed before the first cultivation, an appraisal made of the yield that would be realized if the crop on such acreage remained for harvest.

On any acreage where the cotton has been partially destroyed but not released by the Corporation, proper measures shall be taken to protect the crop from further damage. There shall be no abandonment of any crop or portion thereof to the Corporation.

§ 419.15 *Time of loss.* Loss, if any, shall be deemed to have occurred at the end of the insurance period as set forth in § 419.7, unless the Corporation determines that the cotton crop was destroyed or substantially destroyed earlier, in which event the loss shall be deemed to have occurred on the date so determined by the Corporation.

§ 419.16 *Proof of loss.* If a loss is claimed, the insured shall submit to the Corporation a form entitled, "Statement in Proof of Loss," containing such information regarding the manner and extent of the loss as may be required by the Corporation. The statement in proof of loss shall be submitted not later than sixty days after the time of loss, unless the time for submitting the claim is extended in writing by the Corporation. It shall be a condition precedent to any liability under the insurance contract that the insured establish that any loss for which claim is made has been directly caused by one or more hazards insured against by the insurance contract during the insurance period for the crop year for which the loss is claimed, and that the insured further establish that the loss has not arisen from or been caused by, either directly or indirectly, any of the hazards not insured against by the insurance contract. The cotton stalks on any cotton acreage, with respect to which a loss is claimed, shall not be destroyed until the Corporation makes an inspection.

§ 419.17 *Amount of loss.* (a) The amount of loss for which an indemnity will be payable with respect to any insurance unit will be the amount of lint cotton insurance for such insurance unit, less the product of the insured interest and the total lint cotton production for such unit; *Provided, however,* That if the planted acreage on the insurance unit exceeds the insured acreage on such unit, as determined by the Corporation, the amount of loss for the insured acreage shall be determined by first determining the loss for the planted acreage and apportioning such loss to the insured acreage. Such apportionment may be based on the ratio of the insured acreage to the planted acreage or the ratio of the premium computed for the insured acreage to the premium computed for the planted acreage, whichever the Corporation shall elect. The total lint cotton production shall include:

(1) Cotton produced on any acreage which was harvested and not subsequently destroyed by a cause insured against before the end of the insurance period;

(2) The appraised production for any acreage which is released by the Corporation because of damage occurring in the second stage of production, as determined by the Corporation;

(3) The appraised production for any acreage which is released by the Corpo-



ration because of damage occurring in the third stage of production, as determined by the Corporation;

(4) The appraised production for unharvested cotton, except the production covered by subparagraphs (2) and (3) of this paragraph.

(5) The appraised production for any portion of the insured cotton acreage that is put to another use without the consent of the Corporation, but not less than the product of (i) such acreage and (ii) the amount of lint cotton insurance per acre applicable to such acreage in the fourth stage of production (rounded in accordance with § 419.41);

(6) The appraised number of pounds of lint cotton by which production on any acreage has been reduced solely because of any cause not insured against, but not less than the product of (i) such acreage and (ii) the amount of lint cotton insurance per acre applicable to such acreage in the fourth stage of production (rounded in accordance with § 419.41) minus any quantity of cotton harvested from such acreage and any quantity of cotton not harvested from such acreage and remaining in the field; and

(7) The appraised number of pounds of lint cotton by which production on any acreage has been reduced because of any cause not insured against, where damage on such acreage has resulted from a cause insured against and a cause not insured against.

If the insurance contract covers loss of cottonseed production, the amount of loss determined as set forth above for each insurance unit covered by the contract shall be increased by 20 percent.

(b) Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of acreage or production for the component parts of two or more insurance units or portions thereof, the insurance with respect to such units may be voided by the Corporation for the year in question and the premium forfeited by the insured: *Provided, however,* That, if all the component parts of the combination are insured, the total amount of insurance for the component parts shall be considered as the amount of insurance for the combination, and any loss for such combination shall be determined as outlined in paragraph (a) of this section. Where the insured fails to establish and maintain separate records, satisfactory to the Corporation, of acreage or production for noninsurable acreage and for one or more insurance units or portions thereof, any production from the noninsurable acreage which is commingled with the production from the insured acreage shall be considered to have been produced on the insured acreage, or the insurance with respect to such unit(s) under the contract may be voided by the Corporation for the year in question and the premium forfeited by the insured.

#### PAYMENT OF INDEMNITY

§ 419.18 *When indemnity payable.* The amount of loss for which the Corporation may be liable with respect to any insurance unit covered by the insurance contract shall be payable within thirty days after satisfactory proof of loss is approved by the Corporation.

However, if payment of any indemnity is delayed for any reason beyond the time specified, the Corporation shall not be liable for interest or damages on account of such delay.

§ 419.19 *Indemnity payment.* (a) Any indemnity due under the insurance contract will be paid either by the insurance of a certificate of indemnity, which shall bear an expiration date, or by cash whichever the Corporation elects. When paid by the issuance of a certificate of indemnity, settlement under such certificate will be made in cash or cotton, as determined by the Corporation, in accordance with this part. Such certificate may also be used to obtain a loan from the Commodity Credit Corporation, if loans on certificates of indemnity are available.

(b) When an indemnity is paid in cash, the amount to be paid shall be determined by multiplying the number of pounds of lint cotton approved as an indemnity by the cash equivalent price per pound for the day the indemnity is approved by the Corporation.

(c) In case of a cash settlement under a certificate of indemnity, the cash equivalent of the indemnity shall be the number of pounds of lint cotton specified in the certificate of indemnity multiplied by the cash equivalent price per pound for the day the certificate of indemnity or other request of the insured for cash settlement or for determining the cash equivalent is received in the branch office of the Corporation, or the expiration date of the certificate, whichever occurs first. If the insured has not returned the certificate (or other request) for cash settlement before the expiration date, the cash equivalent shall be established on the basis of the price in effect on the expiration date of the certificate and a check shall be issued in settlement of the indemnity claim, except where the certificate is used to secure a Commodity Credit Corporation loan. A cash settlement under a certificate of indemnity made more than 14 days after the issuance of the certificate shall be subject to a deduction for a reasonable charge for storage and handling and the schedule of such charges shall be shown on the certificate of indemnity.

(d) Any indemnity payable under an insurance contract shall be paid to, and settlement under the certificate of indemnity made with, the insured or such other person as may be entitled to the benefits of the insurance contract under the provisions of this part, notwithstanding any attachment, garnishment, receivership, trustee process, judgment, levy, equity, or bankruptcy directed against the insured or such other person, or against any indemnity alleged to be due to such person; nor shall the Corporation or any officer, employee, or representative thereof be a proper party to any suit or action with reference to such indemnity or the proceeds thereof, nor be bound by any judgment, order or decree rendered or entered therein. No officer, agent, or employee of the Corporation shall, because of any such process, order, or decree, pay or cause to be paid, to any person other than the insured or other person entitled to the

benefits of the insurance contract, any indemnity payable, or any amount due in settlement of any certificate of indemnity in accordance with the provisions of the insurance contract. Nothing herein contained shall excuse any person entitled to the benefits of the insurance contract from full compliance with, or performance of, any lawful judgment, order, or decree with respect to the disposition of any sums paid thereunder as an indemnity.

(e) If a check or certificate of indemnity issued in payment of an indemnity is returned undeliverable at the last known address of the payee, and if such payee or other person entitled to the indemnity makes no claim for payment within two years after the issuance of the check or certificate, such claim shall not thereafter be payable, except with the consent of the Corporation.

(f) The Corporation shall provide for the posting annually in each county at the county courthouse of a list of indemnities paid for losses on farms in such county.

§ 419.20 *Adjustment in connection with indemnity payment.* Where an adjustment is made in the amount of an indemnity, settlement for such adjustment may be made on the basis of a cash equivalent price per pound other than that originally used in making settlement of the indemnity.

§ 419.21 *Other insurance.* If the insured has or acquires any other insurance against substantially all the risks that are insured against by the Corporation under the insurance contract on the crop or portion thereof covered in whole or in part by such insurance contract, regardless of whether such other insurance is valid or collectible, the liability of the Corporation shall not be greater than its share would be if the amount of its obligations were divided equally between the Corporation and such other insurer. In any case where an indemnity is paid to the insured by another Government agency because of damage to the cotton crop, the Corporation reserves the right to determine its liability under the insurance contract, taking into consideration the amount paid by such other agency.

§ 419.22 *Subrogation.* The Corporation may require from the insured an assignment of all rights of recovery against any person(s) for loss or damage to the extent that payment therefor is made by the Corporation, and the insured shall execute all papers required and shall do everything that may be necessary to secure such rights.

§ 419.23 *Creditors.* An interest existing by virtue of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or any other process shall not be considered an interest in an insured crop within the meaning of this part.

#### PAYMENT OF INDEMNITY TO PERSONS OTHER THAN ORIGINAL INSURED

§ 419.24 *Indemnities subject to all provisions of insurance contract.* Indemnities payable to any person shall be subject to all provisions of the insurance contract, including the right of the Corpora-



tion to deduct from any such indemnity the unpaid amount of any earned annual premium or any other obligation of the insured to the Corporation: *Provided, however,* That in case of a transfer of an interest in an insured crop, such deduction to be made from an indemnity payable to the transferee shall not exceed the annual premium due on the insurance unit or units involved in the transfer for the crop year in which the transfer is made, plus the unpaid amount of any other obligation of the transferee to the Corporation. Any indemnity payable to any person other than the original insured as a result of a transfer, or otherwise, shall be subject to any collateral assignment of the insurance contract by the original insured.

§ 419.25 *Collateral assignment of right under insurance contract.* The right to an indemnity under an insurance contract may be assigned by the original insured as collateral security for a loan or other obligation of such insured. Such assignment shall be made by the execution of a form entitled "Collateral Assignment," and, upon approval thereof by the Corporation, the interests of the assignee will be recognized, if an indemnity is payable under the insurance contract, to the extent of the amount determined to be the unpaid balance of the amount (including interest and other charges) for which such assignment was made as collateral security: *Provided, however,* That (a) payment of any indemnity will be subject to all conditions and provisions of the insurance contract and to any deductions authorized under § 419.24 and (b) payment of the indemnity may be made by check payable jointly to all persons entitled thereto and such payment shall constitute a complete discharge of the Corporation's obligation with respect to any loss under the insurance contract. The Corporation's approval of an assignment shall not create in the assignee any right other than that derived from the assignor: *Provided, however,* That the assignee may submit a "Statement in Proof of Loss," if the insured refuses to submit, or disappears without having submitted, such statement. The Corporation shall in no case be bound to accept notice of any assignment of the insurance contract, and nothing contained in any assignment shall give any right against the Corporation to any person other than the insured, except to an assignee approved by the Corporation. Only one such assignment will be recognized in connection with the insurance contract, but, if an assignment is released, a new assignment may be made.

§ 419.26 *Payment to transferee.* In the event of a transfer of all or a part of the insured interest in a cotton crop before the beginning of harvest or the time of loss, whichever occurs first, the transferor shall immediately notify the Corporation thereof in writing at the office of the county association. The transferee under such a transfer shall be entitled to the benefits of the insurance contract with respect to the interest so transferred, subject to any as-

signment made by the original insured in accordance with § 419.25: *Provided, however,* That an involuntary transfer of an insured interest in a cotton crop solely because of the existence of a debt, lien, mortgage, garnishment, levy, execution, bankruptcy, or other processes shall not entitle any holder of any such interest to any benefits under the insurance contract: *Provided, further,* That the Corporation shall not be liable for a greater amount of indemnity in connection with the insured crop than would have been paid if the transfer had not taken place: *Provided, further,* That the insurance contract of the transferor shall cover the interest so transferred only to the end of the insurance period for the crop year during which the transfer is made. If, as a result of any such transfer, diverse interests appear with respect to any insurance unit, the indemnity, if any, payable with respect to such unit may be paid jointly to all persons having the insured interest in the crop at the time harvest is commenced or the time of loss, whichever occurs first, or to one of such persons on behalf of all such persons, and payment in any such manner shall constitute a complete discharge of the Corporation's liability with respect to such unit under the insurance contract.

§ 419.27 *Death, incompetence, or disappearance of insured.* (a) If the insured dies, is judicially declared incompetent, or disappears after the planting of the cotton crop in any year, but before the time of loss or the time harvest is commenced, whichever occurs first, and his insured interest in the cotton crop is a part of his estate at such time, or if the insured dies, is judicially declared incompetent, or disappears subsequent to such time, the indemnity, if any, shall be paid to the legal representative of his estate, if one is appointed or is duly qualified. If no such representative is or will be so qualified, the indemnity shall be paid to the persons beneficially entitled to share in the insured's interest in the crop or to any one or more of such persons on behalf of all such persons; *Provided, however,* That, if the indemnity represents a number of pounds of cotton, the cash equivalent of which exceeds \$500, the Corporation may withhold the payment of the indemnity until a legal representative of the insured's estate is duly qualified to receive such payment.

(b) If the insured dies, is judicially declared incompetent, or disappears after the planting of the cotton crop in any year, but before the time of loss or the time harvest is commenced, whichever occurs first, and his interest in the crop is not a part of his estate at such time, the indemnity, if any, shall be paid to the person(s) who succeeded to his interest in the crop in the manner provided for in § 419.26.

(c) If an applicant for insurance or the insured, as the case may be, dies, is judicially declared incompetent, or disappears less than fifteen days before the applicable calendar closing date for the filing of applications for insurance in any year, but before any cotton crop intended to be covered by insurance is planted, whoever succeeds him on the

farm with the right to plant the cotton crop as his heir or heirs, administrator, executor, guardian, committee, or conservator shall be substituted for the original applicant or the insured upon filing with the office of the county association, within fifteen days (unless such period is extended by the Corporation) after the date of such death, judicial declaration, or termination of the period which establishes disappearance within the meaning of this part, or before the date of the beginning of planting, whichever is earlier, a statement in writing, in the form and manner prescribed by the Corporation, requesting such substitution and agreeing to assume the obligations of the original applicant or the insured arising out of such application or the insurance contract: *Provided, however,* That any substitution made pursuant to this paragraph shall be effective only with respect to the cotton crop to be planted in the ensuing crop year, and the insurance contract shall terminate at the end of such year. If no such statement is filed, as required by this paragraph, the original application or insurance contract shall be void.

(d) Subject to the provisions of paragraph (c) of this section, the insurance contract shall terminate upon death, judicial declaration of incompetence, or disappearance, of the insured, except that, if such death, judicial declaration of incompetence, or disappearance occurs after the planting of the cotton crop in any year but before the end of the insurance period for such year, the insurance contract shall terminate at the end of such insurance period.

(e) The insured shall be deemed to have disappeared within the meaning of this part if he fails to file with the county committee written notice of his new mailing address within 180 calendar days after any communication by or on behalf of the Corporation is returned undeliverable at the last known address of the insured.

§ 419.28 *Fiduciaries.* Any indemnity payable under an insurance contract entered into in the name of a fiduciary who is no longer acting in such capacity at the time for the payment of indemnity and settlement under the certificate of indemnity will be made to the succeeding fiduciary upon appropriate application and proof satisfactory to the Corporation of his incumbency. If there is no succeeding fiduciary, payment of the indemnity shall be made to, and settlement under the certificate of indemnity shall be made with, the persons beneficially entitled under this part to the insured interest in the crop, to the extent of their respective interests, upon proper application and proof of the facts: *Provided, however,* That the settlement may be made with any one or more of the persons so entitled, and payment may be made to such person or persons in behalf of all the persons so entitled, whether or not the person to whom payment is made has been authorized by the other interested persons to receive such payment.

§ 419.29 *Determination of person to whom indemnity shall be paid.* In any case where the insured has transferred his interest in all or a portion of the



cotton crop on any insurance unit, or has ceased to act as a fiduciary, or has died, has been judicially declared incompetent or has disappeared, payment in accordance with the provisions of this part will be made only after the facts have been established to the satisfaction of the Corporation. The determination of the Corporation as to the existence or non-existence of a circumstance in the event of which payment may be made and of the person(s) to whom such payment will be made shall be final and conclusive. Payment of any indemnity under this section shall constitute a complete discharge of the Corporation's obligation with respect to the loss for which such indemnity is paid and settled and shall be a bar to recovery by any other person.

#### REFUNDS OF EXCESS NOTE PAYMENTS

**§ 419.30 Refunds of excess note payments.** Before termination of the insurance contract, the Corporation shall not be required to make a refund of any excess payment made on any annual premium and any such excess payment may be credited on future annual premiums. However, the Corporation may elect to make such refund at any time before the termination of the insurance contract. If a refund is to be made of any excess payment received before maturity, the cash equivalent of such refund shall be determined on the basis of the number of pounds of lint cotton to be refunded and the cash equivalent price for the appropriate grade and staple of such lint cotton effective for the date such payment was submitted to the Corporation. If more than one payment is made on any annual premium, the payments shall be applied in the order of submittal to the Corporation. In computing the amount of any refund, the payments shall be considered in their inverse order and each such payment or portion thereof shall be regarded as a separate payment in determining the cash equivalent of the refund. Refunds of excess payments received on or after the date the annual premium matures shall be refunded in the actual amount of money paid to the Corporation in excess of that determined to be necessary to pay such annual premium.

There shall be no refund of an amount less than \$1.00, with respect to payments made either before or after the maturity of any annual premium, unless written request for such refund is received by the Corporation within one year after the termination of the contract.

**§ 419.31 Assignment or transfer of claims for refunds not permitted.** No claim for a refund, or any part or share thereof, or any interest therein, shall be assignable or transferable, notwithstanding any assignment of the insurance contract or any transfer of interest in any cotton crop covered by the insurance contract. Refund of any excess note payment will be made only to the person who made such payment, except as provided in § 419.32.

**§ 419.32 Refund in case of death, incompetence, or disappearance.** In any case where a person who is entitled to a refund of a payment has died, has been judicially declared incompetent, or has

disappeared, the provisions of § 419.27 with reference to the payment of indemnities in any such case shall be applicable with respect to the making of any such refund.

#### ESTABLISHMENT OF AVERAGE YIELDS AND PREMIUM RATES

**§ 419.33 Establishment of farm average yields of lint cotton per acre.** The Corporation shall establish average yields of lint cotton for farms or parts of farms on the basis of the recorded or appraised yields for a representative period of years and shall, where necessary, adjust such yields so that the average yields for farms or parts of farms in the same area which are subject to the same conditions shall be fair and just. Average yields so established may be revised from time to time as the Corporation may elect.

**§ 419.34 Establishment of farm premium rates.** The Corporation shall establish premium rates for all farms or parts of farms (except those which are designated on the crop insurance listing sheet as non-insurable) for which average yields are established and such rates shall be those deemed adequate to cover claims for cotton crop losses and to provide a reasonable reserve against unforeseen losses. Premium rates so established may be revised from time to time as the Corporation may elect.

#### GENERAL

**§ 419.35 Meaning of terms.** For the purpose of the Cotton Crop Insurance Program, the term:

(a) "Average yield" means the average yield of lint cotton per acre established by the Corporation for each farm or part thereof as shown on the approved crop insurance listing sheet applicable to the year of insurance.

(b) "Cash equivalent price per pound" means the net price per pound of cotton established by the Corporation, for the area in which the insurance unit is located, on the basis of the price of cotton at the spot market designated by the Corporation for the area, with differentials, where applicable, for the location of the area in which the insurance is situated.

(c) "Corporation" means the Federal Crop Insurance Corporation.

(d) "Cotton crop" means only American Upland cotton and does not include cotton planted primarily for experimental purposes.

(e) "County" means the area commonly designated as such, and includes a parish in Louisiana.

(f) "County association" means the County Agricultural Conservation Association in the county.

(g) "County committee" means the County Agricultural Conservation Committee for the county.

(h) "Crop insurance listing sheet" means the form prescribed by the Corporation for the purpose of maintaining a record of farms or parts thereof, average yields, premium rates, and any other information with respect to such farms or parts thereof. The crop insurance listing sheet when approved by the Corporation shall be on file in the office of the county association and may be in-

spected by any producer whose farm is listed thereon.

(i) "Crop year" means the period beginning with the day following the applicable closing date for the filing of applications for insurance for any year and within which the cotton crop is planted and normally harvested, and shall be designated by reference to the calendar year in which the crop is planted.

(j) "Farm" means all adjacent or nearby farm land under the same ownership which is operated by one person, including also: (1) any other adjacent or nearby farm land which the county committee determines is operated by the same person as part of the same unit with respect to the rotation of crops and with workstock, farm machinery, and labor substantially separate from that for any other lands; and (2) any field rented tract (whether operated by the same or another person) which, together with any other land included in the farm constitutes a unit with respect to the rotation of crops: *Provided, however,* That for the purpose of determining the minimum participation for a crop insurance program in any county the term "farm" means that acreage of land which constitutes an insurance unit, except that where a landlord and all of his tenants are sharecroppers file applications for insurance or have insurance and all of the landlord's cotton acreage is worked by tenants or sharecroppers, the number of farms to be counted shall be one less than the number of insurance units.

A farm shall be regarded as located in the county if it is listed on the crop insurance listing sheet for such county. However, if a farm is not listed on the crop insurance listing sheet for a county before the applicable closing date for filing applications in the county, the farm shall be regarded as located in the county in which the principal dwelling is situated, or, if there is no dwelling thereon, it shall be regarded as located in the county in which the major portion of the farm is located.

(k) "First cultivation" means the first tillage of the cotton after it is up which must be performed with an implement, other than a harrow, rotary hoe, or stalk cutter, designed for use on individual cotton rows for the purpose of working the ground close to the plants in the drill.

(l) "Harvest" means the removal of seed cotton from the open cotton boll or the severance of the open cotton boll from the stalk by either manual or mechanical means. For the purpose of determining the stages of production, any acreage which has been harvested one time, as determined by the Corporation, shall be considered as harvested.

(m) "Insurance contract" means the contract of insurance entered into between the applicant and the Corporation by virtue of the application for insurance and these regulations in this part and any amendments thereto.

(n) "Insurance unit" means all or that portion, as the case may be, of the farm (considered for the purpose of establishing the average yield(s) and premium rate(s)) in which the insured has



an interest as a cotton producer at the time of planting, except that (1) any irrigable land on the farm to which irrigation water can be delivered from existing irrigation facilities and any other contiguous small tracts shall constitute one insurance unit and the remainder shall constitute another insurance unit if so designated on the crop insurance listing sheet, and (2) when separate yields and rates have been established for widely separated parts of a farm, such parts of the farm shall constitute separate insurance units: *Provided, however,* That all or any part of such land which is designated on the crop insurance listing sheet as "non-insurable" shall not constitute an insurance unit or any part thereof and shall not be considered in any manner whatsoever under the insurance contract, except as provided in § 419.17 (b) and § 419.37.

(c) "Laying by" means the completion of the final cultivation, consistent with good farming practices, that would be necessary to carry the crop to harvest.

(p) "Local producing area" means any area approved by the Corporation for the purposes of § 419.1 (b).

(q) "Person" means an individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity and, wherever applicable, a State, a political subdivision of a State, or any agency thereof.

(r) "Premium rate" means the premium rate per acre established by the Corporation for each farm or part thereof as shown on the crop insurance listing sheet.

(s) "Sharecropper" means a person who works a farm in whole or in part under the general supervision of the operator and is entitled to receive for his labor a share of the cotton crop thereon or of the proceeds therefrom.

(t) "State committee" means the State PHA Committee (formerly the State Agricultural Conservation Committee) for the State.

(u) "State Director" means the representative of the Corporation in the operation of the crop insurance program in the State.

(v) "Tenant" means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment, or a share of the crop or proceeds therefrom), and is entitled under a written or oral lease or agreement to receive all or a share of the crop or proceeds therefrom produced on such land.

§ 419.36 *Restriction on purchase and sale of cotton by the Corporation.* The restriction on the purchase and sale of cotton, as provided in section 508 (d) of the Federal Crop Insurance Act, as amended, reads in part as follows:

Insofar as practicable, the Corporation shall purchase the agricultural commodity only at the rate and to a total amount equal to the payment of premiums in cash by farmers or to replace promptly the agricultural commodity sold to prevent deterioration; and shall sell the agricultural commodity only to the extent necessary to cover payments of indemnities and to prevent deterioration: *Provided, however,* That nothing in this sec-

tion shall prevent prompt offset purchases and sales of the agricultural commodity for convenience in handling. Nothing in this section shall prevent the Corporation from accepting, for the payment of premiums, notes payable in the commodity insured, or the cash equivalent, upon such security as may be determined pursuant to subsection (b) of this section, and from purchasing the quantity of the commodity represented by any of such notes not paid at maturity.

§ 419.37 *Records and access to farm.* For the purpose of enabling the Corporation to determine the loss, if any, that may have occurred under the insurance contract, the insured shall keep, or cause to be kept, for one year after the time of loss, records of the harvesting, ginning, storage, shipment, sale, or other disposition of all cotton produced on each insurance unit covered by the insurance contract and on the non-insurable acreage on each farm in the county in which he has an interest. Such records shall be made available for examination by the Corporation, and as often as may be reasonably required, any person or persons designated by the Corporation shall have access to the farm(s).

§ 419.38 *Review of determinations of State and county committees.* Any determination by a State or county committee shall be subject to review and approval or revision by duly authorized representatives of the Corporation.

§ 419.39 *Applicant's warranties; voidance for fraud.* In applying for insurance the applicant warrants that the information, data, and representations submitted by him in connection with the insurance contract are true and correct, and are made by him, or by his authority, and shall be taken as his act. The insurance contract may be voided and the premium forfeited to the Corporation without the Corporation's waiving any right or remedy, including its right to collect the amount of the note executed by the insured, whether before or after maturity, if at any time the insured has concealed any material fact or made any false or fraudulent statements relating to the insurance contract, the subject thereof, or his interest in the cotton crop covered thereby, or if the insured shall neglect to use all reasonable means to produce, care for or save the cotton crop covered thereby, whether before or after damage has occurred, or if the insured fails to give any notice, or otherwise fails to comply with the terms of the contract, including the note, at the time and in the manner prescribed.

§ 419.40 *Modification of insurance contract.* No notice to any county committee or representative of the Corporation or knowledge possessed by any such county committee or representative or by any other person shall be held to effect a waiver of or change in any part of the insurance contract or to estop the Corporation from asserting any right or power under such contract; nor shall the terms of such contract be waived or changed except as authorized in writing by a duly authorized officer or representative of the Corporation; nor shall any provision or condition of the insurance contract or any forfeiture be held to be waived by any delay or omis-

sion by the Corporation in exercising its rights and powers thereunder or by any requirement, act, or proceeding, on the part of the Corporation or of its representatives, relating to appraisal or to any examination herein provided for.

§ 419.41 *Rounding of fractional units.* Fractions of yields per acre, premium rates, annual premiums, amounts of insurance, actual production, and appraised production, shall be rounded to the nearest pound. Fractions of acres representing total acres of cotton shall be rounded to the nearest tenth of an acre. Computations shall be carried to one digit beyond the digit that is to be rounded. If the extra digit computed is 1, 2, 3, or 4, the rounding shall be downward. If the extra digit computed is 6, 7, 8, or 9, the rounding shall be upward. If the extra digit computed is 5, the computation shall be carried to another digit. If the two extra digits are 50 the rounding shall be downward, and if the two extra digits are 51 or any higher figure, the rounding shall be upward.

§ 419.42 *Closing dates.* The closing date for any year for the submission of applications to the office of the county association shall be the date of the beginning of planting of the cotton crop on any insurance unit covered by the application, or the following applicable date, whichever is earlier:

Alabama: March 31 for the counties of Bibb, Blount, Calhoun, Chambers, Cherokee, Chilton, Clay, Cleburne, Colbert, Coosa, Cullman, DeKalb, Etowah, Fayette, Franklin, Jackson, Jefferson, Lamar, Lauderdale, Lawrence, Limestone, Madison, Marion, Marshall, Morgan, Pickens, Randolph, Saint Clair, Shelby, Talladega, Tallapoosa, Tuscaloosa, Walker, and Winston.

March 15 for all other counties.

Arizona: February 28 for all counties.

Arkansas: March 31 for all counties.

California: February 28 for all counties.

Florida: March 15 for all counties.

Georgia: March 31 for the counties of Baldwin, Banks, Barrow, Bartow, Butts, Carroll, Catoosa, Chattooga, Cherokee, Clarke, Clayton, Cobb, Columbia, Coweta, Dade, Dawson, DeKalb, Douglas, Elbert, Fannin, Fayette, Floyd, Forsyth, Franklin, Fulton, Gilmer, Glascock, Gordon, Greene, Gwinnett, Habersham, Hall, Hancock, Haralson, Hart, Heard, Henry, Jackson, Jasper, Jones, Lamar, Lincoln, Lumpkin, McDuffie, Madison, Meriwether, Monroe, Morgan, Murray, Newton, Oconee, Oglethorpe, Paulding, Pickens, Pike, Polk, Putnam, Rabun, Richmond, Rockdale, Spalding, Stephens, Tallapoosa, Towns, Troup, Union, Walker, Walton, Warren, White, Whitfield, and Wilkes.

March 15 for all other counties.

Illinois: March 31 for all counties.

Kansas: March 31 for all counties.

Kentucky: March 31 for all counties.

Louisiana: February 28 for all counties.

Mississippi: March 31 for the counties of Alcorn, Attala, Benton, Bolivar, Calhoun, Carroll, Chickasaw, Choctaw, Clay, Coahoma, De Soto, Granada, Holmes, Humphreys, Itawamba, Lafayette, Lee, LeFlore, Lowndes, Marshall, Monroe, Montgomery, Noxubee, Oktibbeha, Panola, Pontotoc, Prentiss, Quitman, Sunflower, Tallahatchie, Tate, Tippah, Tishomingo, Tunica, Union, Washington, Webster, Winston, and Yalobusha.

March 15 for all other counties.

Missouri: March 31 for all counties.

New Mexico: January 31 for the counties of Curry, Harding, Lea, Quay, and Roosevelt, February 28 for all other counties.

North Carolina: March 31 for all counties.



**Oklahoma:** February 15 for the counties of Beckham, Custer, Dewey, Greer, Harmon, Jackson, Kiowa, Roger Mills, Tillman, and Washita.

March 31 for all other counties.

**South Carolina:** March 15 for the counties of Allendale, Bamberg, Barnwell, Beaufort, Berkeley, Charleston, Colleton, Dorchester, Georgetown, Hampton, and Jasper.

March 31 for all other counties.

**Tennessee:** March 31 for all counties.

**Texas:** January 31 for the counties of Andrews, Aransas, Armstrong, Austin, Bailey, Baylor, Bee, Borden, Brazoria, Briscoe, Brooks, Calhoun, Callahan, Cameron, Castro, Chambers, Childress, Cochran, Coke, Coleman, Collingsworth, Colorado, Cottle, Crosby, Dawson, De Witt, Dickens, Donley, Duval, Fisher, Floyd, Foard, Fort Bend, Gaines, Galveston, Garza, Goliad, Gray, Hale, Hall, Hardeman, Hardin, Harris, Haskell, Hemphill, Hidalgo, Hockley, Howard, Jackson, Jefferson, Jim Hogg, Jim Wells, Jones, Karnes, Kenedy, Kent, King, Kleberg, Knox, Lamb, Lavaca, Liberty, Live Oak, Lubbock, Lynn, Martin, Matagorda, Mitchell, Motley, Nolan, Nueces, Orange, Parmer, Refugio, Runnels, San Patricio, Starr, Scurry, Shackelford, Stonewall, Swisher, Taylor, Terry, Throckmorton, Victoria, Waller, Washington, Wharton, Wheeler, Wilbarger, Willacy, Wilson, Yoakum and Zapata.

February 15 for the counties of Anderson, Angelina, Atascosa, Bastrop, Bell, Bexar, Blanco, Brazos, Burleson, Burnet, Caldwell, Comal, Concho, Coryell, Ector, El Paso, Falls, Fayette, Freestone, Frio, Gillespie, Glasscock, Gonzales, Grimes, Guadalupe, Hays, Houston, Hudspeth, Irion, Jasper, Kendall, Kerr, Kimble, Lampasas, LaSalle, Lee, Leon, Limestone, Llano, Loving, Madison, Mason, Maverick, McCulloch, McLennan, McMullen, Medina, Menard, Midland, Milam, Montgomery, Newton, Pecos, Polk, Presidio, Reeves, Robertson, Sabine, San Augustine, San Jacinto, San Saba, Schleicher, Sterling, Tom Green, Travis, Trinity, Tyler, Uvalde, Walker, Ward, Webb, Williamson, and Zavala.

March 15 for the counties of Archer, Bosque, Bowie, Brown, Camp, Cass, Cherokee, Clay, Collin, Comanche, Cooke, Dallas, Delta, Denton, Eastland, Ellis, Erath, Fannin, Franklin, Grayson, Gregg, Hamilton, Harrison, Henderson, Hill, Hood, Hopkins, Hunt, Jack, Johnson, Kaufman, Lamar, Marion, Mills, Montague, Morris, Nacogdoches, Navarro, Palo Pinto, Panola, Parker, Rains, Red River, Rockwall, Rusk, Shelby, Smith, Somervell, Stephens, Tarrant, Titus, Upshur, Van Zandt, Wichita, Wise, Wood, and Young.

**Virginia:** March 31 for all counties.

**§ 419.43 Maturity dates for annual premiums.** The maturity dates for the cotton crop insurance annual premiums shall be as follows:

**Alabama:** September 15 for all counties.  
**Arizona:** October 15 for all counties.  
**Arkansas:** September 30 for all counties.  
**California:** October 15 for all counties.  
**Florida:** September 15 for all counties.  
**Georgia:** September 15 for all counties.  
**Illinois:** September 30 for all counties.  
**Kansas:** September 30 for all counties.  
**Kentucky:** September 30 for all counties.  
**Louisiana:** September 15 for all counties.  
**Mississippi:** September 15 for all counties.  
**Missouri:** September 30 for all counties.  
**New Mexico:** October 15 for all counties.  
**North Carolina:** September 30 for all counties.

**Oklahoma:** September 30 for all counties.  
**South Carolina:** September 15 for all counties.

**Tennessee:** September 30 for all counties.

**Texas:** August 15 for the counties of Aransas, Austin, Bee, Brazoria, Brooks, Calhoun, Cameron, Chambers, Colorado, DeWitt, Duval, Fort Bend, Galveston, Goliad, Hardin, Harris, Hidalgo, Jackson, Jefferson, Jim Hogg, Jim Wells, Karnes, Kenedy, Kleberg, Lavaca, Liberty, Live Oak, Matagorda, Nueces,

Orange, Refugio, San Patricio, Starr, Victoria, Waller, Washington, Wharton, Willacy, Wilson, and Zapata.

September 15 for all counties with a closing date of February 15.

September 30 for all counties with a closing date of March 15.

October 15 for all counties with a closing date of January 31, except the counties designated above for the August 15 maturity date.

**Virginia:** September 30 for all counties.

**§ 419.44 Cotton crop insurance regulations for the 1946 and succeeding crop years superseded.** Effective for the 1947 and succeeding crop years, the cotton crop insurance regulations for the 1946 and succeeding crop years (10 F. R. 14355, 11 F. R. 1585, 6173) are hereby superseded by this part.

**NOTE:** The record keeping requirements of these regulations have been approved by, and subsequent reporting requirements will be subject to the approval of, the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Adopted by the Board of Directors on July 24, 1946.

[SEAL] ERNEST D. BERKAW,  
 Secretary,  
 Federal Crop Insurance Corporation.

Approved: August 9, 1946.

CHARLES F. BRANNAN,  
 Acting Secretary of Agriculture.

[F. R. Doc. 46-14007; Filed, Aug. 12, 1946;  
 11:11 a. m.]

## TITLE 10—ARMY: WAR DEPARTMENT

### Chapter IV—Military Education

#### PART 403—PROMOTION OF RIFLE PRACTICE

##### NATIONAL MATCHES, 1946

**CROSS REFERENCE:** Regulations governing the 1946 national matches (see 10 CFR, 43.4, note) appear under "War Department" in the Notices section of this issue, *infra*.

## TITLE 19—CUSTOMS DUTIES

### Chapter I—Bureau of Customs, Department of the Treasury

[T. D. 51513]

#### PART 24—CUSTOMS FINANCIAL AND ACCOUNTING PROCEDURE

##### AUTHORITY TO INCUR EXPENSES

Section 205 of Public No. 334, 79th Congress provides:

Section 3709, Revised Statutes (41 U. S. C. 5), shall not apply to any purchase by or service rendered to any executive department or independent establishment during the fiscal year 1947 when the aggregate amount involved does not exceed \$100, but this section shall not be construed as affecting any provision of law authorizing purchases or services without regard to said section 3709 in amounts greater than \$100.

In view of the above provision of law, the limitation of \$50 on the amount of expenses which may be incurred without the prior authorization of the Bureau, as set forth in paragraphs (b) (2) and (3), (d) (2), and (f) of § 24.31 Customs

Regulations of 1943 (19 CFR, Cum. Supp., 24.31 (b) (2) and (3), (d) (2), and (f)), is hereby suspended as to purchases made or services rendered during the fiscal year 1947 and a limitation of \$100 substituted in lieu thereof during said fiscal year.

(R.S. 161, 251, sec. 624, 46 Stat. 759, R.S. 3709, 54 Stat. 1109; 5 U.S.C. 22, 19 U.S.C. 66, 1624; 41 U.S.C. 5, 6, sec. 205, Public No. 334, 79th Cong.)

[SEAL] W. R. JOHNSON,  
 Commissioner of Customs.

Approved August 6, 1946.

E. H. FOLEY, Jr.,  
 Acting Secretary of the Treasury.

[F. R. Doc. 46-14096; Filed, Aug. 13, 1946;  
 10:53 a. m.]

## TITLE 22—FOREIGN RELATIONS

### Chapter I—Department of State

#### PART 105—ACCOUNTS

##### TARIFF OF U. S. FOREIGN SERVICE FEES

##### Correction

The cross reference appearing on page 8713 of the issue for Tuesday, August 13, 1946, should read as follows:

**CROSS REFERENCE:** For an amendment to § 105.15, see Executive Order 9767, *supra*.

## TITLE 32—NATIONAL DEFENSE

### Chapter XI—Office of Price Administration

#### PART 1305—ADMINISTRATION

##### [SR 14C, Amdt. 20]

##### CANNED FISH OR SEAFOOD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith has been filed with the Division of the Federal Register.

Revised Supplementary Regulation No. 14C to the General Maximum Price Regulation is amended in the following respect:

1. Section 5.4 is revoked.

Issued and effective this 13th day of August 1946.

PAUL A. PORTER,  
 Administrator.

Approved: August 2, 1946.

N. E. DODD,  
 Under Secretary of Agriculture.

[F. R. Doc. 46-14101; Filed, Aug. 13, 1946;  
 11:49 a. m.]

#### PART 1305—ADMINISTRATION

##### [SO 129, Amdt. 41]

##### TAPIOCA DEXTRINE AND VEGETABLE ADHESIVES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.



Section 8 (a) (2) of Supplementary Order 129 is amended by adding the following to the list of commodities thereunder:

Dextrine manufactured from tapioca, vegetable adhesives, dry or liquid, other than adhesives containing as an ingredient more than 5% by weight of any or all of the following: Casein, synthetic resins, soyabean adhesives or animal glues, including hide and bone. Vegetable adhesives shall mean all adhesives manufactured from roots, rhizomes, tubers, or grains (including corn dextrine which has been further processed). Vegetable adhesives do not include those products sold or used as sizes and finishes in the textile, paper or carpeting industry.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14047; Filed, Aug. 12, 1946;  
4:46 p. m.]

#### PART 1305—ADMINISTRATION

[SO 126, Amdt. 47]

##### EXEMPTION AND SUSPENSION FROM PRICE CONTROL OF HAND-WOVEN FABRICS AND BLANKETS

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

1. Section 10 (n) is added to read as follows:

(n) (1) Sales of hand-woven fabrics or blankets containing (except for the binding) no fibers other than wool or cotton, by the manufacturer (but not by any other seller) where (i) the manufacturer operates less than six hand-looms or the manufacturer has submitted the report required by subparagraph (2) and (ii) the manufacturer gives the purchaser an invoice in which the fabrics or blankets are described as hand-woven. As used in this paragraph "hand-woven" means woven on a loom operated entirely by hand and foot power (i. e., a loom on which the shuttle is thrown through shed by hand operation, the lay is operated by hand, the harnesses are operated by hand or foot treadles, the cloth take-up motion is operated by hand, and in which there are no power operated parts) other than a loom readily convertible to power operation or a power loom converted to hand and/or foot operations.

(2) The production of a manufacturer who owns or operates six or more looms weaving hand-woven fabrics or blankets containing (except for the binding) no fibers other than wool or cotton, is not suspended from price control unless and until he submits a report to the Office of Price Administration, Textile Price Branch, Washington 25, D. C.

This report shall contain the following information: (i) his business name

and address; (ii) a statement as to the number of hand looms owned or operated by him; (iii) a statement as to the number (if any) of power-driven looms owned or operated by him, and (iv) a statement that all hand-woven fabrics or blankets manufactured by him are hand-woven in the manner described in (1) above.

This amendment shall become effective August 13, 1946.

NOTE: All reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14109; Filed, Aug. 13, 1946;  
11:49 a. m.]

#### PART 1308—ADMINISTRATION

[SO 134, Amdt. 1]

##### CANNED FISH OR SEAFOOD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith has been filed with the Division of the Federal Register.

Supplementary Order No. 134 is amended in the following respects:

1. Section 1 is revoked.
2. Section 2 is redesignated section 1.

Issued and effective this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

Approved: August 2, 1946.

N. E. DODD,  
Under Secretary of Agriculture.

[F. R. Doc. 46-14110; Filed, Aug. 13, 1946;  
11:49 a. m.]

#### PART 1315—RUBBER AND PRODUCTS AND MATERIALS OF WHICH RUBBER IS A COMPONENT

[MPR 220, Amdt. 28]

##### CERTAIN RUBBER COMMODITIES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation 220 is amended by the addition of a new section designated § 1315.1557h to read as follows:

§ 1315.1557h *Adjusted maximum prices for certain rubber commodities* (a) *Applicability of this section.* This section and not §§ 1315.1553 to 1315.1557, inclusive, establishes manufacturers' maximum prices for sales of commodities listed below.

(b) *Maximum prices.* The maximum prices for sales by a manufacturer of the commodities listed below shall be the maximum prices determined in accordance with §§ 1315.1553 to 1315.1557 inclusive of this regulation and increased by the respective percentages specified below.

Commodity	Percentage
Industrial rubberized protective clothing-----	8.6

This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14107; Filed, Aug. 13, 1946;  
11:50 a. m.]

#### PART 1335—OXALIC ACID

[RPS 78, Amdt. 3]

##### OXALIC ACID

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Price Schedule No. 78 is amended by adding 2 new sections, §§ 1335.557a and 1335.557b to read as follows:

§ 1335.557a *Adjustable pricing.* Any person may agree to sell at a price which can be increased up to the maximum price in effect at the time of delivery; but no person may, unless authorized by the Office of Price Administration, deliver or agree to deliver at prices to be adjusted upward in accordance with action taken by the Office of Price Administration after delivery. Such authorization may be given when a request for a change in the applicable maximum price is pending, but only if the authorization is necessary to promote distribution or production and if it will not interfere with the purposes of the Emergency Price Control Act of 1942, as amended. The authorization may be given by the Administrator or by any official of the Office of Price Administration to whom the authority to grant such authorization has been delegated. The authorization will be given by order.

§ 1335.557b *Applications for adjustment.* Any manufacturer may apply for an adjustment of maximum prices established under this regulation if it can be shown that there is a general shortage of supply of oxalic acid subject to this regulation and that the costs involved in applicant's production thereof have increased so substantially that a price adjustment is necessary to enable him to produce said commodity. Applications shall be made on Office of Price Administration Form No. 692-992 and shall contain the information specified therein. Copies of this form may be obtained from the Rubber, Chemicals and Drugs Price Branch, Office of Price Administration, Washington 25, D. C.

(a) *Amount of adjustment.* Any adjustment granted under this section shall be ordinarily limited to:

(1) An amount sufficient to make the adjusted price per unit equal to factory cost per unit where applicant's current over-all profits on an annual basis are favorable as judged by his own or the industry's historical experience.

(2) An amount sufficient to make the adjusted price per unit equal to factory costs per unit, plus general administra-

<sup>1</sup> 10 F.R. 10200, 11348, 11512, 12919, 13110, 13071, 13776, 14396, 14634, 14735, 14899, 15346; 11 F.R. 712, 881, 1774, 2375, 2375, 2375, 2989, 3541, 3596, 3793, 4583, 4861, 5223, 5353, 5497, 5781, 5864, 6136, 5917, 6826.



tive and selling expenses per unit, where applicant's current over all profits on an annual basis are normal as judged by his own or the industry's historical experience. However, the increase shall not ordinarily exceed an amount which will cause his current over all profits on an annual basis to be more than normal as judged by his own or the industry's historical experience.

(3) An amount sufficient to make the adjusted price per unit equal to total cost per unit, plus an adequate margin of profit per unit, where applicant's current over all profits on an annual basis are unfavorable as judged by his own or the industry's historical experience. However, the increase shall not ordinarily exceed an amount which will cause his current over all profits on an annual basis to be more than normal as judged by his own or the industry's historical experience.

(b) *Orders issued under this section.* The Price Administrator may authorize or deny by order the maximum prices requested or any modification thereof and also may adjust the maximum prices of resellers. He may require, in appropriate cases, a compensatory decrease in the maximum prices for another product or products manufactured by applicant.

Any order issued hereunder may be amended or revoked at any time.

(c) *Definitions.* When used in this section, the term: "Over all profits" means over all aggregate dollar profit, adjusted for changes in investment and before deduction of income and excess profit taxes of applicant, or, in the event applicant is a parent, subsidiary, or affiliate of other corporations or business units, of the entire investment enterprise.

"Factory cost" means and includes raw materials less by-product credits, direct labor, and indirect manufacturing cost.

NOTE: Approval by the Bureau of the Budget has been waived.

This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14100; Filed, Aug. 13, 1946; 11:50 a. m.]

#### PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[RMPR 129, Amdt. 12]

#### CERTAIN CONVERTED PAPER PRODUCTS & CERTAIN INDUSTRIAL PAPERS

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation 129 is amended in the following respects:

1. Section 12 (a) (18) is amended to read as follows:

(18) "Bleached waxing paper" is a fully bleached paper of 18# to 75# basis

<sup>1</sup> 9 F.R. 6825; 10 F.R. 11298, 15371; 11 F.R. 1525, 4237, 5282, 6014, 5950, 7131, 7341.

weight (24 x 36-500) made entirely of chemical pulp or its equivalent in selected waste papers, and specifically designed for impregnation with wax or paraffin on one or both sides.

2. In Appendix A, item 10 is amended by striking out the word "sulphite" in the description of the item.

3. In Appendix C, the title is amended by striking out the word "sulphite".

4. In Appendix C (a) (1) the word "sulphite" is deleted.

5. In Appendix C (a) (3) the words "up to and including 30 pounds" are amended to read "up to and including 36 pounds".

6. Appendix C (b) is amended to read as follows:

(b) All discounts, allowances and differentials in effect in the base period, March 1942, shall continue to apply. If a manufacturer had no such base period practice, he shall use the discounts, allowances and differentials granted by his most closely competitive seller in the base period.

This amendment shall become effective August 18, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14103; Filed, Aug. 13, 1946; 11:49 a. m.]

#### PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING

[MPR 32, Amdt. 9]

##### PAPERBOARD

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation 32 is amended in the following respects:

1. The following items in the pricing table of Appendix A (a) are amended to read as follows:

	1 to 3 tons	Over 3, less than 10 tons	10 tons or over
Plain chip.....	\$63.00	\$60.50	\$58.00
News vat lined chip.....	63.00	60.50	58.00
Filled news.....	63.00	60.50	58.00
Solid news.....	64.00	61.50	59.00
Mounting board.....	63.00	60.50	58.00
Chip can and tube stock.....	63.00	60.50	58.00

2. The following items in the pricing table of Appendix A (b) are amended to read as follows:

	1 to 3 tons	Over 3, less than 10 tons	10 tons or over
Semibending and creasing chip.....	\$63.00	\$60.50	\$58.00
Full bending chip.....	65.00	62.50	60.00

3. The following items in the pricing table of Appendix B (e) are amended to read as follows:

<sup>1</sup> 11 F.R. 3249, 3413, 4603, 5121, 5950, 6302.

	Price per ton
0.007 to 0.016 .....	\$60.50
Heavier than 0.016 .....	58.00

4. Section 4 is amended by adding paragraph (c) to read as follows:

(c) Whenever the maximum price of any commodity herein is increased by an industry-wide action, a manufacturer may charge either his individually adjusted maximum price for the commodity, or the maximum price established by the industry-wide action, whichever is higher; but in no event shall any increase granted by an industry-wide action, subsequent to the date of an individual adjustment, be added to the individually adjusted maximum price for the same commodity.

This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14102; Filed, Aug. 13, 1946; 11:50 a. m.]

#### PART 1499—ADMINISTRATION

[SO 160, Amdt. 4]

##### INDIVIDUAL ADJUSTMENTS TO MAINTAIN NORMAL PEACETIME EARNINGS FOR CERTAIN INDUSTRIES

A statement of the considerations involved in the issuance of this amendment has been issued simultaneously herewith and filed with the Division of the Federal Register.

Supplementary Order 160 is amended in the following respect:

Appendix A is amended by adding under the Industry heading "Leather, Furs and Fibers Branch" the following product and applicable profit percentage:

Shoe Counters..... 3

This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14111; Filed, Aug. 13, 1946; 11:49 a. m.]

#### PART 1499—COMMODITIES AND SERVICES

[RMPR 165, Amdt. 1 to Supp. Service Reg. 66]

##### SPLITTING TIRES

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Paragraph (a) of Supplementary Service Regulation 66 is amended to read as follows:

(a) The maximum prices established by Revised Maximum Price Regulation No. 165 for the service of splitting whole tires into their component parts are modified and henceforth shall be \$15.88 per ton, and for the service of splitting beadless tires into their component parts are modified and henceforth shall be \$17.15 per ton.



This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14105; Filed, Aug. 13, 1946;  
11:50 a. m.]

## TITLE 33—NAVIGATION AND NAVIGABLE WATERS

### Chapter II—Corps of Engineers, War Department

#### PART 203—BRIDGE REGULATIONS

#### DELAWARE AND SCHUYLKILL RIVERS, NEW JERSEY AND PENNSYLVANIA

Pursuant to the provisions of section 5 of the River and Harbor Act of August 18, 1894 (28 Stat. 362; 33 U. S. C. 499), the subparagraph entitled "Exception, Tacony-Palmyra Bridge," added to paragraph (b) of the regulations governing the operation of bridges across the Delaware and Schuylkill Rivers, New Jersey and Pennsylvania, by an amendment approved April 24, 1944, which subparagraph provided for limited operation until further notice of the bridge of the Tacony-Palmyra Bridge Company across the Delaware River between Tacony, Philadelphia, Pennsylvania, and Palmyra, New Jersey, is hereby revoked.

§ 203.225—*Delaware and Schuylkill Rivers, N. J. and Pa.; bridges (highway and railroad).* \* \* \* (b) *Opening the draw.* \* \* \*

(2) *Exception: Tacony-Palmyra bridge.* [Revoked]

(Regs. July 23, 1946 (W/823 (Delaware River—Tacony, Pa.—Palmyra, N. J.—Mile 107.2)—ENGWR))

[SEAL] EDWARD F. WITSELL,  
Major General,  
The Adjutant General.

[F. R. Doc. 46-14044; Filed, Aug. 12, 1946;  
2:14 p. m.]

## Notices

### WAR DEPARTMENT.

[Bulletin 20]

#### NATIONAL MATCHES, 1946

#### RULES AND REGULATIONS

JULY 22, 1946.

SECTION I. *Authorization, scope, and date of matches*—1. *General conditions.* The rules and regulations for the national matches, except as provided for and published herein, will be found in the official program of the national matches, FM 23-35, AR 600-75, and the Official Rules for Rifle and Pistol Shooting, National Rifle Association (latest revision).

2. *Date and place at which national matches will be held.* For the year 1946 the national matches will be held at Camp Perry, Ohio, for a period of 9 days beginning Saturday, August 31, 1946, and ending Sunday, September 8, 1946, both dates inclusive. They will include:

(a) *Small Arms Firing School.* The Small Arms Firing School will be held from Saturday, August 31, 1946, to Monday, September 2, 1946 (3 days), both dates inclusive. The period designated above will be devoted primarily to the school. The Small Arms Firing School will include the following:

(1) Caliber .22 rifle training.

(2) Pistol training.

(b) *National Rifle Association and National Trophy Match.* The matches for which medals and trophies are awarded by the National Rifle Association and the match for which the National Trophy, medals, and other badges are awarded by the National Board for the Promotion of Rifle Practice will be held from Sunday, September 1, 1946, to Sunday, September 8, 1946, both dates inclusive.

(1) The National Rifle Association matches will consist of:

(a) Small-bore rifle matches.

(b) Pistol and revolver matches.

(2) The National Trophy Match will consist of the National Individual Pistol Match.

3. *Executive officer may change program.* The foregoing dates and periods prescribed for the national matches will govern unless weather conditions interfere to such an extent as to make changes necessary. In that case the executive officer will make the required alterations in the program.

SEC. II. *Regional match winners*—1. *Expense authorized by National Rifle Association.* The winner of the National Rifle Association Regional Championship and the high scoring competitor in the expert, sharpshooter, marksman first class, and marksman class in each National Rifle Association Regional Championship aggregate (Class "A," National Rifle Association Registered Tournament) will be awarded his traveling expenses (round trip railroad fare and pullman) from his home to the national matches. These expenses are paid for by the National Rifle Association. All inquiries concerning such awards are to be addressed to the National Rifle Association, 1600 Rhode Island Avenue NW, Washington 6, D. C.

SEC. III. *Officials of the national matches*—1. *Duties.* The officials of the national matches and their assistants are charged with duties as follows:

a. The executive officer will have command of the camp and general charge of the national matches.

b. The assistant executive officers will perform such duties as the executive officer may direct.

c. The adjutant will discharge the duties of adjutant to the executive officer.

d. The quartermaster will have charge of transportation, and the issue of stores and supplies of his own department to officials, troops, and competitors during the matches. He will discharge such other duties as may be assigned to him by the executive officer.

e. The range director will have general supervision of the supply, maintenance, and operation of all ranges prior to and during the national matches. He will have charge of all permanent and daily details of range personnel. Pre-

vious to the matches, he will establish and conduct such schools for range personnel as the executive officer may deem necessary. He will be assisted by chief range officers, one of whom will have charge of the operation of each of the several pistol, and small-bore ranges.

f. The director of the Small Arms Firing School will be charged with the establishment and operation of the various subdivisions of this school.

g. The statistical officer will keep the record of all match firing. He will keep the records of eligibility and assign the competitors to targets and to relays for firing. He will verify the additions of the scores as reported by the scorekeepers when necessary, grade the scores in order of excellence, prepare and publish in official bulletins the results of all matches, and announce the awards of trophies, medals, and other prizes.

h. The mess officer will establish and operate the competitor's mess and such other messes as the executive officer may direct.

i. The surgeon will have charge of the health and sanitary conditions of the camp and rifle range, conduct necessary physical examinations, and perform such other duties as pertain to his profession.

j. The ordnance officer, under the direction of the executive officer, national matches, will establish and maintain the ordnance depot. He will make timely requisitions for all supplies not previously requisitioned by the executive officer, National Board for the Promotion of Rifle Practice, and will maintain such records of transactions as will permit of rendering timely reports for use in settlement of accounts between the Ordnance Department and the National Board for the Promotion of Rifle Practice.

k. The inspector will inspect the camp, ranges, and all activities, agencies, and installations connected therewith for police and sanitation, as well as for the safety and comfort of all.

l. The camp director will prepare and execute plans for the reception and quartering of persons attending the national matches. He will have charge of the registration and billeting of all personnel and keep a directory of all persons; supervision of delivery, and collection of ordnance and quartermaster supplies and personal and team baggage to billeting areas; operation of camp information service; administration of areas; utilities; the striking of camp; and the storage of property. He will discharge such other duties as may be assigned to him by the executive officer.

m. The signal officer will have charge of the electrical equipment of the range and of the property of the Signal Corps and will perform the duties of signal officer for the camp and the range. He will provide adequate signal communication for the national matches.

n. The provost marshal will also perform the duties of police officer and fire marshal. He will maintain good order and provide for the proper policing of the camp. He will regulate traffic and post such signs as may be necessary. He will have general supervision and control



of all fire-prevention measures and all available fire-fighting equipment at Camp Perry during the period allotted to the national matches.

o. The finance officer will have charge of all receipts, disbursements, and accounts, and render the necessary reports and returns, and perform such other duties as the executive officer may direct.

p. The publicity officer is charged with the dissemination of information pertaining to the national matches through the newspapers and radio.

q. The commanding officer of troops will have command of all Regular Army troops on duty at the national matches. Pursuant to directives from the executive officer, he will assign commissioned and enlisted personnel from his command to various fatigue duties and special duties pertaining to the conduct of the national matches.

**Sec. IV. Small Arms Firing School—1. Missions.** The missions of the Small Arms Firing School are to present a logical and uniform method of instruction with a view of improving individual and group shooting ability and developing competent instructors, and to promote safe handling of firearms.

**Sec. V. National Rifle Association matches—1. Matches.** The matches of the National Rifle Association will consist of the following parts:

a. Small-bore rifle matches.

b. Pistol and revolver matches.

2. **Information.** Detailed information concerning these matches will be found in the program of the national matches.

**Sec. VI. National Trophy Match; National Individual Pistol Match—1. When fired.** Saturday, September 7, 1946.

2. **Open to.** Any citizen of the United States 16 years of age or over on the date of the match who has demonstrated his ability to fire a score of at least 180 over the national match pistol course by scores of record in National Rifle Association files or in match or qualification firing at Camp Perry since, and including 1937.

3. **Elimination of competitors.** The executive officer may, in his discretion and by such standards as he may prescribe, eliminate competitors after each stage of the national individual pistol match.

4. **Course of fire—**a. **Stages—**(1) **First stage.** Slow fire, 50 yards: Standard American 50-yard target, 2 scores (5 shots each); 5 minutes per score.

(2) **Second stage.** Timed fire, 25 yards: Standard American 50-yard target with only the 9 and 10 rings blacked, known as the "25-yard rapid-fire pistol target," 2 scores (5 shots each); 20 seconds per score.

(3) **Third stage.** Rapid fire, 25 yards: Standard American 50-yard target with only the 9 and 10 rings blacked; known as the "25-yard rapid-fire pistol target," 2 scores (5 shots each); 10 seconds per score.

b. **Arm.** Pistol, U. S., caliber .45 M1911 or M1911A1. (See Sec. IX.)

c. **Ammunition.** As issued.

5. **Entries.** a. Individual competitors may make entry in person or by mail addressed to the Statistical Officer, National matches, Camp Perry, Ohio.

b. Entries will close not later than 48 hours prior to the hour the match is scheduled to start.

6. **Positions.** Standing without body or artificial rest; one hand only to be used.

7. **Trophies, medals and certificates.** a. **Trophy.**

(1) The "Custer" trophy will be awarded to the winner, to be held until the next national matches.

(2) A miniature of the "Custer" trophy will also be awarded to the individual winning the original trophy, this miniature trophy to be permanent property of the winner.

b. **Medals.** (1) To each of the 12 competitors, not distinguished pistol shots, making the highest aggregate scores, a gold medal.

(2) To each of the 24 competitors, not distinguished pistol shots, making the next highest aggregate scores, a silver medal.

(3) To each of the 36 competitors, not distinguished pistol shots, making the next highest aggregate scores, a bronze medal.

(4) Distinguished pistol shots will be placed according to their respective scores among the above medal winners. Only one medal of each class will be awarded any medal winner, regardless of the year in which won. After one medal of any class (gold, silver, or bronze) has been issued a medal winner in the same class thereafter will be issued an appropriate bar in lieu of a medal.

(5) These medals and bars will be mailed to winning competitors.

c. **Certificates.** A certificate will be awarded successful competitors, not distinguished pistol shots, upon basis of scores published in official match score bulletin.

8. **Qualification badges.** An appropriate badge representing qualifications in the Regular Army course will be issued to each civilian, including member of the Reserve Officers' Training Corps, and policeman who qualifies as pistol expert, pistol sharpshooter, or pistol marksman in the national individual pistol match. Qualifying scores: Pistol expert, 240; pistol sharpshooter, 225; pistol marksman, 210.

**Sec. VII. General regulations applicable to all matches—1. General.** The executive officer may, in his discretion, in order to operate the range efficiently, change the order of firing the stages of any match.

2. **Firing areas.** The firing areas on each range will be organized into a firing line, a ready line, and an assembly line.

3. **Duties of range officers.** a. The chief range officer of each range will be responsible at all times to the range director for the proper equipment and operation of the range to which he is assigned.

b. All other officers assigned to duty as range officers will function directly under the chief range officer on the range to which they are assigned. As assistants on any range their duties will be:

(1) To insure that all competitors comply with range and match regulations.

(2) To supervise scoring.

(3) To make any necessary changes on recorded scores and to initial them.

(4) To require the competitor, or in cases of team matches, the team captain, to sign the score cards when firing is finished.

(5) To deliver the completed score cards to the chief scorer.

4. **Duties of target officers.** The chief target officer on each range is an assistant to the chief range officer on that range. Other target officers will function directly under the chief target officer.

5. **Coaching.** Coaching will not be permitted in individual matches.

6. **Station of competitors.** Each competitor will remain on or in rear of the assembly line in rear of the firing point until called by the range officer to take his position at the ready line or firing point.

7. **Station of noncompetitors.** No one except the officials of the range, members of the National Board for the Promotion of Rifle Practice, the competitors on the firing points, and scorers and others on duty will be permitted in front of the assembly line without special permission of the officer in charge of the range.

#### INSTRUCTIONS TO COMPETITORS

8. **Squadding.** a. Squadding will be done separately for rifle and pistol matches. No attempt will be made to cross-squad competitors, desiring to participate in both rifle and pistol matches, when such action interferes with normal operations. Any competitor who desires to participate in both rifle and pistol events must select matches scheduled to be fired at times that do not conflict.

b. **Mass-squadding.** When any range is available for practice firing, competitors reporting to that range will be mass-squadded on the range by the chief range officer or an assistant.

9. **Competitors present punctually.** Competitors will be present at the firing points punctually at the target and relay stated on their squadding tickets. No application on the part of a competitor for an alteration of his squadding assignment will be entertained.

10. **Competitors called in advance.** In slow fire stages of individual matches the competitor next to fire may be called to the ready line when the competitor firing has five remaining shots to fire and called to the firing point when the competitor firing has completed his score. Any competitor will forfeit his right to fire if he appears at the proper target after the time shown on his score card for him to appear unless he presents satisfactory evidence that he is late through no fault of his own. If he does not appear when called, any competitor present and assigned to the target, taken in order, may be called to the firing point.

11. **Time limit.** In individual slow fire, competitors may fire with the deliberation they deem necessary: *Provided*, The firing time at that particular range is not exceeded. Competitors will take their places promptly on the firing line.

12. **Extension of time.** If an accident to the target, difficulty in operating it, or any other reason over which the com-



petitor or team has no control causes delay, such time credit as the range officer may decide will be allowed and immediately entered on the score card, the effect of which will be to extend the time limit by that amount.

13. *Challenges.* Challenges will be handled in accordance with the latest issue of official National Rifle Association Rules for the conduct of matches. The challenge fee will be \$1 and will be charged to all competitors making challenges. All challenge money will be delivered to the range director at the end of each day's firing, who in turn will deliver it to the executive officer.

14. *Competitors to sign score cards.* The competitor, or in the case of team matches, the team captain, will check the recorded score and sign score form at conclusion of firing.

15. *Safety precautions.* No arms will be loaded except on command at the firing point. During and after loading the pistol, and after loading, the revolver, will be kept at raised pistol until unloaded, except when aimed at the target for firing. Except when the competitor is at the firing point in the act of firing or ready to fire, pistols exposed to view will have their magazines withdrawn and slides pulled back, and revolvers exposed to view will have their cylinder swung open. Rifles will be carried at all times with bolts open except when the competitors are at the firing point in the act of firing or ready to fire. During and after loading, the muzzle of weapons will be kept pointed in the direction of target until unloaded.

16. *Ammunition, unauthorized.* Any competitor having any ammunition in his belt or about his person when he takes his place at the firing line, other than that authorized, will be immediately disqualified.

17. *Firing, unauthorized.* No firing except at the targets in prescribed competition or authorized practice will be allowed. Any violation of this rule will disqualify the offending competitor for the period of the matches.

18. *Arms.* No weapons will be available for issue to competitors.

19. *Competitors may be required to score, mark targets, or act as range officers.* Any competitor who is detailed to perform any of these duties and fails to do so in a manner satisfactory to the range director will forfeit his right to compete in that match and, in the discretion of the executive officer, may be disqualified during the remainder of the matches from further participation in any match or any practice.

20. *Protests.* Protests and appeals may not be submitted directly to the executive officer, but will be submitted to the range officer of the firing point concerned. In case a competitor considers the decision of latter unwarranted by the facts presented, he may appeal orally to the range director through the chief range officer of that range and then to the executive officer in writing before 9 p. m. of the day of the occurrence. In case the competitor desires to appeal from executive officer's decision such appeal will be submitted in writing within 12 hours. On National Rifle Association

matches, the appeal will be addressed and delivered to the Secretary of the National Rifle Association. Appeal from decision on National Individual Pistol Match will be addressed and delivered to the Executive Officer, National Board for the Promotion of Rifle Practice.

21. *Penalties.* a. Any person interfering with a competitor on the firing point or annoying him in any way will be warned to desist, and if he repeats the offense, he will be ordered off the range at once.

b. Any competitor who shall:

(1) Fire under a name other than that under which he entered, or who shall fire twice for the same price, or

(2) Be guilty of any conduct considered by the executive officer to be discreditable, or

(3) Be guilty of falsifying his score or being accessory thereto, or

(4) Offer a bribe of any kind to any official or other person, or

(5) Be detected in an evasion of the conditions prescribed for the conducting of any match, or

(6) Refuse to obey any instructions of the executive officer or a range officer, or

(7) Be guilty of disorderly conduct may, upon the offense being proved to the satisfaction of the executive officer, be disqualified from competing further in the matches and may be denied any prize won by him during the current matches. He may be barred from Camp Perry.

22. *Awards by the National Board for the Promotion of Rifle Practice.* Distribution of medals and trophies won in the National Trophy Match will be made at the office of the National Board for the Promotion of Rifle Practice in Washington, D. C. All correspondence concerning such medals and other badges will be conducted with the Washington office. Qualification insignia will be issued from the Washington office of the National Board after the close of the matches.

SEC. VIII. *Rules governing pistol matches.* 1. *Same pistol used.* Two or more competitors may use the same pistol in any competition. However, the application of this rule will not be permitted to interfere with the routine squadding of pistol matches; and no squadding changes will be made to adjust conflicts caused by this practice.

2. *Changing of arms.* No competitor will change his gun during the firing of any match (except aggregate matches), unless it has become disabled and has been so designated by the chief range officer.

3. *Pistol range procedure.* a. The procedure for pistol and revolver firing will follow generally that laid down in Rules for Pistol and Revolver Matches published by the National Rifle Association, latest revision or if not covered therein by the provisions of FM 23-35. Such modification of these rules as may be necessary to provide for the special conditions existing at Camp Perry may be authorized by the executive officer.

b. In order to conform to the scoring in the National Rifle Association

matches, all hits in the four ring on the Standard American 25- and 50-yard targets in the National Trophy match shall be scored as misses.

4. *National Trophy Match.* For the National Trophy match only, the following provisions will apply:

a. *Malfunction.* When a competitor claims inability to complete his score at timed or rapid fire within the time limit because of a defective cartridge or disabled piece, the range officer, if satisfied that conditions are as claimed by the competitor, will permit him to re-fire a complete score as soon as may be practicable. No competitor will re-fire any record score more than once because of a defective cartridge or disabled piece. Such shots as may have been fired in the original score will not be marked or scored.

b. *Defective cartridge.* A defective cartridge is defined as one which clearly shows the imprint of the firing pin on the primer. The imprint of the firing pin on the primer will clearly constitute a misfire without further test.

c. *Disabled piece.* An unserviceable or disabled piece is a pistol which is pronounced, by a range officer, as unsuitable for match competition.

d. *Procedure in case of malfunction.* In case of malfunction for any reason whatsoever, the competitor will immediately assume and hold the position of "raise pistol" and call a range officer, whose duty it will be to draw back the slide and investigate the malfunction. The competitor will not clear the malfunction or draw the slide to the rear.

5. *National Rifle Association rules to govern.* The decision of ties, and other matters not specifically covered herein, will be governed by the provisions of the latest revision of the National Rifle Association Rules for the conduct of Pistol and Revolver Matches.

SEC. IX. *Description of arms and ammunition—1. Pistols and revolvers—*a. *National Trophy Match.* Arm.—Pistol, U. S. caliber .45, M1911 or M1911A1, having not less than 4-pound trigger pull, issued by the Army Ordnance Department, or the same type and caliber of commercially manufactured pistol, privately owned, which must be equipped with fixed sights, the front sight, blade type (not undercut), and the rear sight an open U or rectangular notch, and issue or factory standard stocks. Except as indicated above, the parts of the pistol may be specially fitted and include alterations which will improve the functioning and accuracy of the arm, provided such alterations do not interfere with the functioning of the safety devices as manufactured.

b. *National Rifle Association matches.* As prescribed in the conditions of each match.

2. *Pistol ammunition.* a. Pistol ammunition furnished at the national matches will be issued by the range personnel to competitors at the firing points for practice and for match firing.

b. In the National Trophy Match no pistol ammunition other than that issued on the firing point will be used.

c. In those revolver or pistol matches of the National Rifle Association in



which any ammunition may be used, the program will definitely so state.

[SEAL] EDWARD F. WITSELL,  
Major General,  
The Adjutant General.

[F. R. Doc. 46-14045; Filed, Aug. 12, 1946;  
2:14 p. m.]

## DEPARTMENT OF AGRICULTURE.

### Farm Security Administration.

#### PUERTO RICO

##### FARM OWNERSHIP LOAN LIMITATIONS

In accordance with the item entitled, "Farm Tenancy," contained in the Department of Agriculture Appropriation Act, 1947 (Public Law 422, 79th Congress, approved June 22, 1946), no loans under Title I of the Bankhead-Jones Farm Tenant Act (50 Stat. 522, 7 U.S.C. 1000-1006), excepting those to eligible veterans, may be made for the acquisition or enlargement of farms which have a value, as acquired, enlarged, or improved, in excess of the average value of efficient family-size farm-management units, as determined by the Secretary of Agriculture, in the county, parish, or locality where the farm is located. A limitation of \$8,000 is herewith established for application in accordance with the above-mentioned authorities to Farm Ownership loans in Puerto Rico. Said limitation does not exceed the average value of efficient family-size farm-management units located in Puerto Rico.

Issued this 12th day of August 1946.

[SEAL] CHARLES F. BRANNAN,  
Acting Secretary of Agriculture.

[F. R. Doc. 46-14099; Filed, Aug. 13, 1946;  
11:04 a. m.]

## DEPARTMENT OF LABOR.

### Wage and Hour Division.

#### LEARNER EMPLOYMENT CERTIFICATES

##### ISSUANCE TO VARIOUS INDUSTRIES

Notice of issuance of special certificates for the employment of learners under the Fair Labor Standards Act of 1938.

Notice is hereby given that special certificates authorizing the employment of learners at hourly wage rates lower than the minimum wage rate applicable under section 6 of the act have been issued to the firms hereinafter mentioned under section 14 of the act, Part 522 of the regulations issued thereunder (August 16, 1940, 5 F.R. 2862, and as amended June 25, 1942, 7 F.R. 4725), and the determinations, orders and/or regulations hereinafter mentioned. The names and addresses of the firms to which certificates were issued, industry, products, number of learners, and effective and expiration dates of the certificates are as follows:

*Independent Telephone Learner Regulations*, July 17, 1944 (9 F.R. 7125):

Central Iowa Telephone Company, Eldora, Iowa; (T); effective August 12, 1946, expiring August 11, 1947.

Commerce Telephone Company, Commerce, Georgia; (T); effective August 11, 1946, expiring August 10, 1947.

Milledgeville Mutual Telephone Company, Milledgeville, Illinois; (T); effective July 29, 1946, expiring July 28, 1947.

Polk County Telephone Company, Tryon, North Carolina; (T); effective August 10, 1946, expiring August 9, 1947.

Regulations, Part 522—Regulations Applicable to the Employment of Learners (supra):

Puerto Rico Mills, Incorporated Puerto de Tierra, Puerto Rico; full fashioned hosiery; twenty-five (25) learners in the following operations—

a. (8) Learners legging, (2) learners seaming, (2) learners looping, (5) learners topping, (3) learners footing; not less than 15¢ an hour for the first 480 hours, not less than 18¼¢ an hour for the second 480 hours, not less than 22½¢ an hour for the third 480 hours;

b. (1) Learner winding, (1) learner final inspection (1) learner foot inspection, (1) learner leg inspection, (1) learner mending; not less than 15¢ per hour for the first 360 hours, not less than 22½¢ an hour for the second 360 hours, and for every hour thereafter not less than the minimum established by any applicable wage order that may be in effect at the termination of the learning period. Effective July 1, 1946, expiring June 30, 1947.

The employment of learners under these certificates is limited to the terms and conditions therein contained and is subject to the provisions of the applicable determinations, orders and/or regulations cited above. These certificates have been issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at sub-minimum rates in order to prevent curtailment of opportunities for employment. The certificates may be cancelled in the manner provided in the regulations and as indicated in the certificates. Any person aggrieved by the issuance of any of these certificates may seek a review or reconsideration thereof within fifteen days after publication of this notice in the FEDERAL REGISTER pursuant to the provisions of regulations, Part 522.

Signed in New York, New York, this 8th day of August 1946.

PAULINE C. GILBERT,  
Authorized Representative of the  
Administrator.

[F. R. Doc. 46-14043; Filed, Aug. 12, 1946;  
11:37 a. m.]

## INTERSTATE COMMERCE COMMISSION.

[S.O. 479, Special Permit 13]

### REFRIGERATION OF POTATOES AT HIGHTSTOWN, N. J.

Pursuant to the authority vested in me by paragraph (d) of the first ordering paragraph of Service Order No. 479 (11 F.R. 3367), permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard the provisions of Service Order No. 479 insofar as it applies to the furnishing of standard refrigeration on cars, FGE 34461, FGE 18220, BREX 75402, FGE 36194 and ART 18412, potatoes, shipped August 10, 1946, from Hightstown, N. J., by F. H. Vahlsing, Inc., consigned to N. Geraci & Co., Tampa, Fla., routed P. R. R.-R. F. & P.-S. A. L.

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 9th day of August 1946.

V. C. CLINGER,  
Director,  
Bureau of Service.

[F. R. Doc. 46-14098; Filed, Aug. 13, 1946;  
11:30 a. m.]

[S. O. 576]

## UNLOADING OF CARS AT FORT WAYNE, IND.

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 12th day of August A. D. 1946.

It appearing, that numerous cars containing various commodities at Fort Wayne, Indiana, on the Fort Wayne Union Railway Company have been on hand for an unreasonable length of time and that the delay in unloading said cars is impeding their use; in the opinion of the Commission an emergency exists requiring immediate action. It is ordered, that:

*Cars at Fort Wayne, Indiana, be unloaded.* (a) The Fort Wayne Union Railway Company, its agent or employees, shall unload immediately the following-named cars, containing various commodities, now on hand at Fort Wayne, Indiana, consigned to the Phelps Dodge Copper Products Corporation.

Initials and No.:	Contents
L&N 87390	Merchandise.
L&N 58348	Coal.
NYC 119117	Do.
NYC 145655	Do.
NYC 122789	Do.
NYC 101117	Do.
L&N 64053	Coal.
NYC 103372	Merchandise.
L&N 61227	Coal.
PRR 572743	Merchandise.
NYC 136363	Do.
P&LE 83654	Do.
NYC 108904	Do.
NYC 117124	Do.
NYC 148590	Do.
NYC 133938	Do.
NYC 103202	Do.
NYC 134319	Do.
MP 47768	Spools.
PRR 63139	Reels.
SodL 175436	Spools.



Initial and No.	Contents
NYC 102574.....	Merchandise.
NYC 136766.....	Do.
CCCSTL 41434.....	Do.
NYC 163069.....	Do.
NYC 247597.....	Do.
PRR 66129.....	Do.
NYC 101862.....	Do.
NYC 151033.....	Do.
NYC 110929.....	Do.
NYC 102122.....	Do.
NYC 136426.....	Do.
NYC 102889.....	Do.
NYC 101987.....	Do.
NYC 113860.....	Do.
NYC 119217.....	Do.
NYC 104072.....	Do.
NYC 115954.....	Do.
IC 33432.....	Boxes.

(b) *Notice and expiration.* Said carrier shall notify V. C. Clinger, Director, Bureau of Service, Interstate Commerce Commission, Washington, D. C., when it has completed the unloading required by paragraph (a) hereof, and such notice shall specify when, where, and by whom such unloading was performed. Upon receipt of that notice this order shall expire. (40 Stat. 101, sec. 402; 41 Stat. 476, sec. 4; 54 Stat. 901, 911; 49 U.S.C. 1 (10)-(17), 15 (2))

It is further ordered, that this order shall become effective immediately; that a copy of this order and direction shall be served upon the Fort Wayne Union Railway Company, and upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission, at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W. P. BARTEL,  
Secretary.

[F. R. Doc. 46-14097; Filed, Aug. 13, 1946;  
11:30 a. m.]

## OFFICE OF DEFENSE TRANSPORTATION.

[Notice and Order of Termination]

TRANSPORTATION SYSTEM, PLANTS, AND FACILITIES OF MONONGAHELA CONNECTING RAILROAD CO.

### POSSESSION, CONTROL, AND OPERATION

Pursuant to Executive Order 9736 (11 F.R. 6661), I hereby determine that possession and control by the United States of the transportation system of The Monongahela Connecting Railroad Company are no longer necessary to carry out the provisions, and to accomplish the purposes of said Executive Order, and it is hereby ordered, that:

1. *Termination of possession and control.* Possession and control by the United States of the transportation system of The Monongahela Connecting Railroad Company, Pittsburgh, Pennsylvania, including all real and personal property, plants, facilities, and other assets of said company, wherever situated, used or useful in connection with the

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operation of such system, taken and assumed pursuant to Executive Order 9736 and Notice and Order of the Director of the Office of Defense Transportation issued June 14, 1946, are hereby terminated and relinquished as of 4:00 o'clock p. m., August 12, 1946. No further action shall be required to effect the termination of Government control and relinquishment of possession hereby ordered.

2. *Communications.* Communications concerning this order should be addressed to the Office of Defense Transportation, Washington 25, D. C.

Issued at Washington, D. C., this 12th day of August 1946.

J. M. JOHNSON,  
Director.

Office of Defense Transportation.

[F. R. Doc. 46-14046; Filed, Aug. 12, 1946;  
3:26 p. m.]

## OFFICE OF PRICE ADMINISTRATION.

[MPR 591, Order 780]

F. W. LANG CO.

### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 9 of Maximum Price Regulation No. 591; It is ordered:

(a) The maximum net prices, f. o. b. point of shipment, for sales by any persons of the following Ice Cream Hardening Cabinets manufactured by F. W. Lang Company, 5235-41 Whitby Avenue, Philadelphia 43, Pennsylvania and as described in the application dated June 5, 1946, which is on file with the Mechanical Building Equipment Price Branch, Office of Price Administration, Washington 25, D. C., shall be:

Model No.	On sales to—			
	Distributors	Dealers	National chain accounts	Consumers
H40 Super Speed.....	\$241.00	\$289.00	\$339.00	\$482.00
H60 Super Speed.....	292.00	350.00	408.00	582.00
H80.....	310.00	372.00	434.00	620.00
H80 Super Speed.....	344.00	413.00	482.00	688.00
H90.....	313.00	381.00	445.00	635.00
H90 Super Speed.....	352.00	422.00	492.00	703.00
H120.....	355.00	426.00	497.00	710.00
H120 Super Speed.....	389.00	467.00	545.00	778.00
H150.....	400.00	480.00	560.00	800.00
H150 Super Speed.....	434.00	521.00	608.00	868.00

(b) The maximum net prices established in (a) above may be increased by the following amount to each class of purchaser to cover the cost of crating when crating is actually supplied: \$6.00.

(c) The maximum net prices established by this order shall be subject to discounts and allowances and the rendition of services which are at least as favorable as those which each seller extended or rendered or would have extended or rendered to purchasers of the same class on comparable sales of similar commodities in the same general category on October 1, 1941.

(d) On sales by a distributor or dealer the following charges may be added to

the maximum prices established in (a) above:

(1) The actual amount of freight paid to obtain delivery to his place of business. Such charges shall not exceed the lowest common carrier rates.

(2) Crating charges actually paid to his supplier but in no instance exceeding the amount specified in (b) above.

(e) Each seller covered by this order, except a dealer, shall notify each of his purchasers, in writing, at or before the issuance of the first invoice after the effective date of this order, of the maximum prices established by this order for each such seller as well as the maximum prices established for purchasers upon resale, except dealers, including allowable transportation and crating charges.

(f) F. W. Lang Company, Philadelphia 43, Pennsylvania, shall stencil on the ice cream hardening cabinets covered by this order, substantially the following:

OPA Maximum Retail Price \$-----

Plus freight and crating as provided in Order No. 780 under Maximum Price Regulation No. 591.

(g) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14037; Filed, Aug. 12, 1946;  
11:59 a. m.]

[Rev. SO 119, Order 319]

INGRAM-RICHARDSON MFG. CO. OF INDIANA

### AUTHORIZATION OF MAXIMUM PRICES

Order No. 319 under Revised Supplementary Order No. 119. Docket No. 6123-119-173. Ingram-Richardson Manufacturing Company of Indiana, Inc., Frankfort, Indiana.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to Revised Supplementary Order No. 119, it is ordered:

(a) *Maximum prices for the Ingram-Richardson Manufacturing Company of Frankfort, Indiana.* (1) The above manufacturer shall determine his maximum prices for his line of steel sink tops and sink bowls by increasing by 6.2 percent his price on these items in effect on October 1, 1941 to each class of purchaser.

(2) Since the provisions of this order are not intended to reduce properly established maximum prices, the manufacturer may continue to use as his maximum prices to each class of purchaser his properly established prices in effect under Maximum Price Regulation No. 591 in the event that such prices exceed the prices in effect to each class of purchaser on October 1, 1941 plus the increase provided for in (1) above.

(3) The maximum prices set forth above shall be subject to discounts and allowances including transportation allowances and price differentials which are at least as favorable as those the



manufacturer extended or rendered or would have extended or rendered to each class of purchaser on commodities in the same general category during March, 1942.

(b) *Resellers' maximum prices.* All resellers of the commodities covered by this order (but not manufacturers who purchase such items for use in the manufacture of other products) may add to their presently established maximum prices the percentage increase in cost to them resulting from the increase granted the manufacturer by this order.

(c) *Notification to all purchasers.* The manufacturer shall send the following notice to every purchaser of the commodities covered by this order at or before the time of the first invoice after the adjustment granted by this order is put into effect:

Order No. 319 under Revised Supplementary Order No. 119 authorizes a 6.2 percent increase in October 1, 1941 net prices for sales of steel sink tops and sink bowls manufactured by this company.

Resellers (but not manufacturers who purchase such items for use in the manufacture of other products) may add to their existing maximum prices the percentage increase in cost resulting from the increase granted by Order No. 319.

(d) All prayers for relief not granted herein are denied.

(e) This order may be amended or revoked by the Price Administrator at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14030; Filed, Aug. 12, 1946;  
11:57 a. m.]

[Order 112 Under Order 375 Under 3 (b)]  
EUCLID UNDERWRITING CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, it is ordered that:

*Authorization of maximum prices governing sales of "Euclid's Best Yet," a confectionery item manufactured by Euclid Underwriting Corporation, 82 Leonard St., Brooklyn, New York.* (a) The maximum prices for the indicated sales below of a confectionery item to be known as "Euclid's Best Yet," a candy bar manufactured by Euclid Underwriting Corporation, 82 Leonard St., Brooklyn, New York, in accordance with its formula contained in its price application of May 21, 1946, shall be:

1. From Euclid Underwriting Corporation to wholesalers and chain stores: 68¢ per box of 12 bars, delivered.
2. From wholesalers to retailers: 80¢ per box of 12 bars, delivered.
3. From retailers and chain stores to consumers: 10¢ per bar.

(b) Maximum prices established in this order are the highest for which this "Euclid's Best Yet" candy bar may be sold by the respective sellers. All sellers shall reduce the above appropriate maximum prices by applying their cus-

tomary discounts, allowances and price differentials which have been applied to sales of other comparable items.

(c) Euclid Underwriting Corporation shall mail or otherwise supply to its purchasers, at the time or prior to the first delivery to such purchaser, a written notice as follows:

The Office of Price Administration has authorized us to sell our "Euclid's Best Yet" candy bar, packed 12 bars in a box, to wholesalers and chain stores at a maximum price of 68¢ per box, delivered. Wholesalers are authorized to sell this item to retailers at a maximum price of 80¢ per box, delivered. Retailers are authorized to sell this item to consumers at a maximum price of 10¢ per bar. On sales of this item all sellers are required to reduce their prices by applying their customary discounts, allowances and price differentials which have been applied to sales of other comparable items.

(d) Euclid Underwriting Corporation for a period of at least ninety days shall place in or on each box distributed through a wholesaler, a notice as follows:

The Office of Price Administration has authorized wholesalers to sell "Euclid's Best Yet" candy bar to retailers at a maximum delivered price of 80¢ per box. Retailers are authorized to sell this item to consumers at a maximum price of 10¢ per bar.

This order may be revoked or amended at any time by the Price Administrator.

NOTE: This action has the prior written approval of the Secretary of Agriculture (10 F. R. 8419, 9419, 10961, 12305).

This Order No. 112 shall become effective August 13th, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14028; Filed, Aug. 12, 1946;  
11:57 a. m.]

[Rev. SO 119, Order 318]

MURRAY CORP. OF AMERICA

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 318 Under Revised Supplementary Order 119. Docket No. 6123—SO 119-77. Adjustment of maximum prices for sales of wall and floor cabinets and end shelves manufactured by the Murray Corporation of America, Detroit, Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 13 of Revised Supplementary Order No. 119, it is ordered:

(a) *Maximum prices for the Murray Corporation of America, Detroit, Michigan.* (1) The above manufacturer may determine his maximum prices for his line of wall and floor cabinets and end shelves by increasing by 19.4 percent his prices on these items in effect on October 1, 1941 to each class of purchaser.

(2) Since the provisions of this order are not intended to reduce properly established maximum prices, the manufacturer may continue to use as his maximum prices to each class of purchaser his properly established prices in effect under Maximum Price Regulation No. 591 in the event that such prices exceed the prices in effect to each

class of purchaser on October 1, 1941 plus the increase provided for in (1) above.

(3) The maximum prices set forth above shall be subject to discounts and allowances including transportation allowances and price differentials which are at least as favorable as those the manufacturer extended or rendered or would have extended or rendered to each class of purchaser on commodities in the same general category during March 1942.

(b) *Resellers' maximum prices.* All resellers of the commodities covered by this order (but not manufacturers who purchase such items for use in the manufacture of other products) may add to their presently established maximum prices the percentage increase in cost resulting from the increase granted the manufacturer by this order.

(c) *Notification to all purchasers.* The manufacturer shall send the following notice to every purchaser of the commodities covered by this order at or before the time of the first invoice after the adjustment granted by this order is put into effect:

Order No. 318 under Revised Supplementary Order No. 119 authorizes a 19.4 percent increase in October 1, 1941 net prices for sales of wall and floor cabinets and end shelves manufactured by this company.

Resellers (but not manufacturers who purchase such items for use in the manufacture of other products) may add to their existing maximum prices the percentage increase in cost resulting from the adjustment granted by Order No. 318.

(d) All prayers for relief not granted herein are denied.

(e) This order may be amended or revoked by the Price Administrator at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14029; Filed, Aug. 12, 1946;  
11:57 a. m.]

[MPR 594, Amdt. 1 to Order 25]

STUDEBAKER CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Order No. 25 under Maximum Price Regulation 594 is amended in the following respects:

1. The narrative portion of paragraph (a) immediately preceding subparagraph (1), paragraphs (a) (1) and (a) (2) (i) are amended to read as follows:

(a) The Studebaker Corporation, and its wholly owned subsidiary companies, hereinafter called Company, is authorized to sell f. o. b. South Bend, Indiana, each of the Studebaker Model 6G Champion automobiles listed in subparagraph (1) to its domestic dealers at a price not to exceed the respective list price in that



subparagraph less a billing discount of 23% and additional discount in paragraph (b) plus applicable charges in subparagraph (2).

(1) *List prices.*

Description	Lost price
Deluxe:	
4-door sedan.....	\$1,238
2-door sedan.....	1,184
5-passenger coupe.....	1,232
3-passenger coupe.....	1,118
Regal Deluxe:	
4-door sedan.....	1,304
2-door sedan.....	1,251
5-passenger coupe.....	1,301
3-passenger coupe.....	1,187

(2) *Charges*—(i) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed below affixed to or shipped with the new automobile which shall not exceed the respective list prices shown below less the applicable discounts, provided for in paragraphs (a) and (b).

Description	List price
Hill holder.....	\$8.50
Optional tires:	
4 6.00 x 15 4-ply.....	8.85
4 6.00 x 15 6-ply.....	21.50
4 5.50 x 16 4-ply and 5 16" wheels.....	2.20
4 5.50 x 16 6-ply and 5 16" wheels.....	13.85
Overdrive and free wheeling.....	65.50
Six blade fan.....	2.05
Wet type air cleaner.....	4.55

2. Paragraph (b) is amended to read as follows:

(b) *Additional discount.* When a domestic dealer shall have purchased for resale as a direct dealer either from the Company or authorized central dealer one of the quantities of Studebaker Model 6G Champion automobiles listed in the following schedule, the Company shall pay to the dealer, or credit him with, the difference between the billing discount of 23% and the discount in the schedule:

Quantity:	Percent
1-25 inclusive.....	24
26-50 inclusive.....	24.5
51-100 inclusive.....	25
101-150 inclusive.....	25.5
151 and over.....	26

3. Paragraph (c) (1) is amended to read as follows:

(1) *Automobile.* The applicable list price in subparagraph (1) of paragraph (a) for the new automobile less the discounts in effect on January 1, 1941, to the applicable class of purchaser.

4. Paragraph (c) (2) is amended to read as follows:

(2) *Extra or optional equipment.* A charge for extra or optional equipment, listed in subparagraph (2) (i) of paragraph (a) affixed to or shipped with the new automobile which shall not exceed the applicable list prices in that subparagraph less the discounts in effect on January 1, 1941, to the applicable class of purchaser.

5. The narrative portion of paragraph (d) immediately preceding paragraph (d) (1) and paragraph (d) (1) are amended to read as follows:

(d) Any dealer when selling under a "Central Dealer Agreement" with Company is authorized to sell to direct dealers listed in his contract each of the

Studebaker Model 6G Champion automobiles listed in subparagraph (1) of paragraph (a) at a price not to exceed the applicable list price in that subparagraph less a discount of 23% plus the following applicable charges:

(1) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) (i) of paragraph (a) affixed to or shipped with the new automobile which shall not exceed the applicable list price in that subparagraph less a discount of 23%.

6. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of the new automobile and extra or optional equipment from the factory, South Bend, Indiana, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14066; Filed, Aug. 12, 1946; 4:52 p. m.]

[MPR 188, Order 5128]

FELT CARPET LININGS AND RUG CUSHIONS  
ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, and pursuant to § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

SECTION 1. *Purposes of this order.* This order specifies an adjustment charge to be used by manufacturers of felt carpet linings and rug cushions; and it sets forth the specific pricing provisions which all sellers are to follow in calculating their maximum prices for sales of these products.

SEC. 2. *Articles covered by this order.* The articles covered by this order are felt carpet linings and rug cushions.

SEC. 3. *Manufacturers' adjusted maximum prices*—(a) *Determination of maximum prices.* The maximum price for sales of any of the articles covered by this order by a manufacturer to each class of purchaser shall be the higher of the applicable of the following:

(1) His maximum price properly established under Maximum Price Regulation No. 188 (exclusive of any permitted increase or adjustment) for sales to each class of purchaser increased by no more than 8.5 percent.

(2) His maximum price as adjusted or established by an order under Supplementary Order No. 133; or any other order.

SEC. 4. *Resellers' maximum prices.* (a) The maximum price for a sale by a purchaser for resale who determines his maximum resale price under the General

Maximum Price Regulation of any of the articles covered by this order shall be his invoice cost plus the same percentage markup on that amount which he has on the "most comparable article" for which he has a properly established maximum price (exclusive of any permitted adjustments). For this purpose, the "most comparable article" is the one which meets all of the following tests:

(1) It belongs to the narrowest trade category which includes the article being priced.

(2) Both it and the article being priced were purchased from the same class of supplier.

(3) Both it and the article being priced belong to a class of articles to which, according to customary trade practices, an approximately uniform percentage markup is applied.

(4) Its net replacement cost is nearest to the net cost of the article being priced.

The determination of a maximum price in this way need not be reported to the Office of Price Administration, however, each seller must keep complete records, showing all the information called for by OPA Form 620-759 with regard to how he determined his maximum price, for so long as the Emergency Price Control Act of 1942, as amended, remains in effect.

(b) If the maximum resale price cannot be determined under the above method, the seller shall apply to the Office of Price Administration for the establishment of a maximum price under § 1499.3 (c) of the General Maximum Price Regulation. Maximum prices established under that section will reflect the supplier's prices as adjusted in accordance with this order.

SEC. 5. *Maximum prices of retailers whose sales are covered by Maximum Price Regulation No. 580.* If a retailer determines his maximum price under Maximum Price Regulation No. 580, he shall compute his maximum price in accordance with the rules set forth in that regulation by using a "net cost" based on his invoice cost.

SEC. 6. *Terms of sale.* Every seller of an article covered by this order must maintain all of his terms, discounts, allowances, and other price differentials in effect during March 1942, or which have been subsequently properly established under Office of Price Administration regulations or orders.

A reseller who did not sell felt carpet linings and rug cushions during March 1942, or whose discounts, allowances, terms and other conditions of sale have not been thereafter established under OPA regulations, shall allow the same cash discounts, delivery terms, allowances, and other price differentials which his closest competitor, who was distributing felt carpet linings and rug cushions during March 1942, is required to allow in accordance with the provisions of this order.

A reseller who cannot ascertain the cash discounts, delivery terms, etc., which his nearest competitor is required to allow, shall apply to the nearest District Office of the Office of Price Administration for an order under this section, establishing the conditions to which his



ceiling prices are subject. Such application may be by letter and shall state the type of business he is operating (wholesaler, retailer), when he started to sell felt carpet linings and rug cushions, and the class of purchasers to whom he sells. An order will be issued under this section establishing the terms, allowances and other price differentials and conditions of sale in line with the conditions of sale generally fixed by this order.

If a reseller who did not sell felt carpet linings and rug cushions during March 1942 does not allow the same discounts, delivery terms and other price differentials allowed by his nearest competitor who did sell felt carpet linings and rug cushions during March 1942, or does not file an application in accordance with the provisions of this section, or if he fails to provide any of the information required by this section, the Price Administrator may, on his own motion, issue orders under this section fixing discounts, allowances and other price differentials in line with such conditions of sale fixed by this order. Conditions of sale so established will apply to all sales and deliveries made on and after the effective date of this order.

**SEC. 7. Notification.** At the time of, or prior to the first invoice to a purchaser for resale on and after the effective date of this order, showing prices adjusted in accordance with this order, the seller shall notify the purchaser in writing of the methods established in section 4 of this order for determining adjusted maximum prices for resales of the articles. This notice may be given in any convenient form.

**SEC. 8. Compliance with this order—**  
(a) *No buying or selling at over ceiling prices.* Prices established by this order are ceiling prices. Prices lower than ceiling prices may be charged and collected at any time. However, regardless of any contract or other obligation, no person shall sell, offer to sell, or deliver, and in the course of trade or business, no person shall purchase or accept delivery of any felt carpet linings and rug cushions at a price higher than the ceiling price fixed by this order or before the manufacturer has properly determined his ceiling price under this offer.

If, in violation of this provision, a sale, offer to sell, or delivery of any felt carpet lining and rug cushions is made before its ceiling price has been properly established in accordance with this order, the ceiling price applicable to the sale, offer to sell, or delivery shall be the correct ceiling price for such felt carpet lining and rug cushions properly determined in accordance with this order.

(b) *Certain practices forbidden.* It shall be a violation of this order to charge a price above the applicable ceiling price in connection with any sale, of felt carpet lining and rug cushions, either alone or in conjunction with any other consideration, even though the price increase appears only indirectly.

The following is illustrative of the things a seller is not permitted to do. A seller is not permitted to require the purchaser, as a condition of the sale or transfer of felt carpet linings and rug

cushions to make payment over a period of time; to require him to finance the purchaser through any particular lending agency; to require him to purchase any equipment, accessories, repairs, parts or services so as to increase the total compensation above the article's ceiling price; to require him to purchase any other commodity or service; or to require him to make payment in whole or in part by exchanging, transferring, or trading in any other felt carpet lining and rug cushion or other commodity. Where there is an exchange, transfer or trade-in in connection with a sale, it is a violation for the seller to give the purchaser an allowance for the commodity exchanged, transferred or traded in, which is less than its reasonable value.

**SEC. 9. Credit charges on dealers sales.** Charges for the extension of credit may be added to the retail ceiling prices established by this order or by any order issued under this order unless otherwise provided. No such credit charge may exceed that permitted by this section.

(a) Dealers who in March 1942 collected a separately stated additional charge for the extension of credit on sales of felt carpet linings and rug cushions may collect a charge for the extension of credit on sales under this order, not exceeding such charge in March 1942 on a similar sale on similar terms to the same class of purchaser. Dealers who did not then so state and collect an additional charge, may collect a charge for the extension of credit only on installment plan sales; and the charge shall not exceed the separately stated additional charge collected for the extension of credit on a similar sale on similar terms to the same class of purchaser in March 1942 by dealer's closest competitor who made such a separately stated charge.

An installment plan sale as used in the above paragraph means a sale where the unpaid balance is to be paid in installments over a period of either (1) six weeks or more from the date of sale in the case of weekly installments, or (2) eight weeks or more in the case of other than weekly installments.

(b) All charges for the extension of credit shall be quoted and stated separately. Any charge which is not quoted and stated separately or which otherwise does not conform to this section shall for the purpose of this order, be considered to be part of the price charged for the article sold.

(c) No dealer may require as a condition of sale that the purchaser must buy on credit.

(d) "Dealer" refers to a person making sales at retail as defined in the General Maximum Price Regulation.

**SEC. 10. Definition.** Unless otherwise defined herein or the context otherwise requires, the definitions contained in the General Maximum Price Regulation, and Maximum Price Regulation No. 188, whichever is applicable, shall apply to all terms used herein.

**SEC. 11. Relationship between this order and other orders or regulations.** The provisions of this order supersede the provisions of the General Maximum Price

Regulation, of Maximum Price Regulation No. 188, of Maximum Price Regulation No. 580 and of any other previously issued orders or regulations with respect to sales and deliveries of articles covered by this order to the extent that they are inconsistent with the provisions of those orders or regulations.

**SEC. 12. Delegation of authority.** Any Regional Administrator or District Administrator authorized by the appropriate Regional Administrator, may issue orders under sections 4, 5 and 6 of this order.

**SEC. 13. Modification of the provisions of this order.** Any provisions of this order, as applicable to articles or persons subject thereto, may be modified by order of general applicability issued under this section.

**NOTE:** All reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This order shall become effective on the 19th day of August 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14106; Filed, Aug. 13, 1946; 11:51 a. m.]

[MPR 591, Order 778]

SAMPSEL TIME CONTROL, INC.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to Section 9 of Maximum Price Regulation No. 591; *It is ordered:*

(a) The maximum net prices, f. o. b. point of shipment, for sales by Sampsel Time Control, Incorporated, to Sears, Roebuck and Company of Chicago, Illinois of the following warm air limit controls manufactured by Sampsel Time Control, Incorporated, of Spring Valley, Illinois and as described in its application dated June 6, 1946 shall be:

Warm air limit control Model .8803--- \$3.36  
Fan and limit control Model .8808--- 5.91

(b) The maximum net prices f. o. b. the point indicated below for sales by Sears, Roebuck and Company of Chicago, Illinois of the following limit controls manufactured by Sampsel Time Control, Incorporated, of Spring Valley, Illinois shall be:

	Unit price on sales through mail order catalog f. o. b. Brooklyn, N. Y.	Unit price on sales through retail stores, f. o. b. store
Warm air limit control Model .8803-----	\$5.40	\$6.00
Fan and limit control Model .8808-----	9.45	10.50

(c) Sampsel Time Control, Incorporated shall notify Sears, Roebuck and Company in writing, at or before the issuance of the first invoice after the ef-



fective date of this order, of the maximum prices established by this order for Sampsel Time Control, Incorporated to Sears, Roebuck and Company as well as the maximum prices established for Sears, Roebuck and Company upon resale, including allowable transportation.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14035; Filed, Aug. 12, 1946;  
11:58 a. m.]

[MPR 591, Order 777]

SUPREME HEATER CO.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 777 under section 16 of Maximum Price Regulation No. 591, Docket No. 6123-591.16-113. Supreme Heater Company, Cleveland, Ohio.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 16 of Maximum Price Regulation No. 591, it is ordered:

(a) *Adjustment of maximum prices for the Supreme Heater Company, Cleveland, Ohio.* (1) This order permits the Supreme Heater Company of Cleveland, Ohio to increase by 3.5 percent its properly established maximum net prices in effect on August 12, 1946, to each class of purchaser for its line of Model No. 20 hot water heaters and accessories and repair parts therefor.

(2) The maximum net prices set forth in (a) (1) above are subject to discounts, allowances including transportation allowances and the rendition of services which are at least as favorable as those which the Supreme Heater Company extended or rendered or would have extended or rendered to each class of purchaser during March 1942 on comparable sales of Model No. 20 hot water heaters and accessories and repair parts therefor.

(b) *Maximum prices for resellers.* (1) All resellers of the commodities covered by this Order (but not manufacturers who purchase such items for use in the manufacture of other products) may add to their properly established maximum prices in effect on August 12, 1946, the percentage increase in cost to them resulting from the adjustment granted the manufacturer by this order.

(c) *Notification to all purchasers.* The Supreme Heater Company shall send the following notice to every purchaser of the commodities covered by the order at or before the first invoice after the effective date of this order.

Order No. 777 under section 16 of Maximum Price Regulation No. 591 provides for a 3.5 percent increase in maximum net prices in effect on August 12, 1946, for sales by the Supreme Heater Company for its line of Model No. 20 hot water heaters and accessories and repair parts therefor.

Resellers (but not manufacturers who purchase these items for use in the manufacture of other products) may add to their existing

maximum prices the percentage increase in cost resulting from the adjustment granted by Order No. 777.

(d) All prayers of the application of the Supreme Heater Company of Cleveland, Ohio, not herein granted are denied.

(e) This order may be amended or revoked by the Price Administration at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14034; Filed, Aug. 12, 1946;  
11:58 a. m.]

[MPR 594, Amdt. 1 to Order 26]

STUDEBAKER CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 8 and 9b of Maximum Price Regulation 594, it is ordered:

Order No. 26 under Maximum Price Regulation 594 is amended in the following respects:

1. The narrative portion of paragraph (a) immediately preceding subparagraph (1), paragraphs (a) (1) and (a) (2) (i) are amended to read as follows:

(a) The Studebaker Corporation, and its wholly owned subsidiary companies, hereinafter called the company, is authorized to sell f. o. b. South Bend, Indiana, each of the Studebaker Model 14A Commander automobiles listed in subparagraph (1) to its domestic dealers at a price not to exceed the respective list price in that subparagraph less a billing discount of 24% and additional discount in paragraph (b) plus applicable charges in subparagraph (2):

(1) *List prices.*

Description	List price
Deluxe:	
4-door sedan.....	\$1,467
2-door sedan.....	1,449
5-passenger coupe.....	1,456
3-passenger coupe.....	1,393
Regal Deluxe:	
4-door sedan.....	1,581
2-door sedan.....	1,562
5-passenger coupe.....	1,572
3-passenger coupe.....	1,492

(2) *Charges.*—(i) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed below affixed to or shipped with the new automobile which shall not exceed the respective list prices shown below less the applicable discounts, provided for in paragraphs (a) and (b).

Description:	List price
Overdrive and free wheeling.....	\$71.35
Six blade fan.....	4.80
Wet type air cleaner.....	4.60

2. Paragraph (b) is amended to read as follows:

(b) *Additional discount.* When a domestic dealer shall have purchased for

resale as a direct dealer either from the company or authorized central dealer one of the quantities of Studebaker Model 14A Commander automobiles listed in the following schedule, the company shall pay to the dealer, or credit him with, the difference between the billing discount of 24% and the discount in the schedule.

Quantity:	Percent
1-25, inclusive.....	25.0
26-50, inclusive.....	25.5
51-100, inclusive.....	26.0
101-150, inclusive.....	26.5
151 and over.....	27.0

3. Paragraph (c) (1) is amended to read as follows:

(1) *Automobile.* The applicable list price in subparagraph (a) for the new automobile less the discounts in effect on January 1, 1941, to the applicable class of purchaser.

4. Paragraph (c) (2) is amended to read as follows:

(2) *Extra or optional equipment.* A charge for extra or optional equipment listed in subparagraph (2) (i) of paragraph (a) affixed to or shipped with the new automobile which shall not exceed the applicable list prices in that subparagraph less the discounts in effect on January 1, 1941, to the applicable class of purchaser.

5. The narrative portion of paragraph (d) immediately preceding paragraph (d) (1) and paragraph (d) (1) are amended to read as follows:

(d) Any dealer when selling under a "Central Dealer Agreement" with Company is authorized to sell to direct dealers listed in his contract each of the Studebaker Model 14A Commander automobiles listed in subparagraph (1) of paragraph (a) at a price not to exceed the applicable list price in that subparagraph less a discount of 24% plus the following applicable charges:

(1) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) (i) of paragraph (a) affixed to or shipped with the new automobile which shall not exceed the applicable list price in that subparagraph less a discount of 24%.

6. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of the new automobile and extra or optional equipment from the factory, South Bend, Indiana, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14067; Filed, Aug. 12, 1946;  
4:52 p. m.]



[MPR 594, Amdt. 7 to Order 12]

## HUDSON MOTOR CAR CO.

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Order 12 under Maximum Price Regulation 594 is amended in the following respects:

1. The discount in the narrative preceding paragraph (a) (1) is changed to 4.0% and paragraph (a) (1) is amended to read as follows:

## (1) Automobile.

Description	Company net price	List price
Model 51 (Super Six):		
Chassis	\$763.87	\$906
3-passenger coupe	986.19	1,289
Brougham	1,008.37	1,318
Sedan	1,040.23	1,360
Club coupe	1,038.33	1,358
Convertible brougham	1,274.43	1,668
Model 52 (Commodore Six):		
3-passenger coupe	1,076.25	1,407
Brougham	1,114.68	1,458
Sedan	1,143.42	1,496
Club coupe	1,140.01	1,491
Model 53 (Super Eight):		
Chassis	\$81.85	1,086
Club coupe	1,137.97	1,489
Sedan	1,140.33	1,492
Model 54 (Commodore Eight):		
Club coupe	1,184.76	1,550
Convertible brougham	1,394.67	1,826
Sedan	1,194.31	1,563

2. Paragraph (a) (2) (i) is amended to read as follows:

(i) Extra or optional equipment. A charge for each item of extra or optional equipment listed below affixed to the new automobile which shall not exceed the respective company net price shown below:

Description	Company net price to distributor	Distributor net price to dealer	List price
Arm rests, extra, front door, all models	\$2.88	\$3.08	\$4.11
Combination fuel and vacuum pump, all models	4.80	5.15	6.86
Direction indicator, models 51 and 53	17.29	18.53	24.70
Direction indicator, models 52 and 54	9.61	10.30	13.73
Drivemaster, all models except with RHD	58.00	60.35	78.38
Electric clock, models 51 and 53	9.13	9.78	13.04
Fender lamps, models 51 and 53	10.47	11.22	14.96
Front and rear bumper extension, models 51 and 53	13.51	14.48	19.30
Headlight dimming resistor	.83	.89	1.19
Hub caps, large, models 51 and 53	6.24	6.68	8.91
Leather trims, full:			
Sedans, all models; and broughams, models 51 and 52	36.03	38.60	51.47
3-passenger coupe, models 51 and 52	25.46	27.28	36.37
Club coupe, all models	31.70	33.97	45.29
Leather trims, three-quarter:			
Sedans, models 51 and 53; and broughams, model 51	28.65	30.24	39.79
3-passenger coupe, model 51	20.88	22.04	29.00
Club coupe, models 51 and 53	25.89	27.33	35.96
Sedans, models 52 and 54; and broughams, model 52	34.17	36.07	47.46

Description	Company net price to distributor	Distributor net price to dealer	List price
Leather trims, three-quarter—Con.			
3-passenger coupe, model 52	\$24.37	\$25.73	\$33.85
Club coupe, models 52 and 54	29.98	31.65	41.64
Leather grain trims, three-quarter:			
Sedans, models 51 and 53; and broughams, model 51	23.48	24.78	32.61
3-passenger coupe, model 51	17.18	18.13	23.86
Club coupe, models 51 and 53	21.23	22.41	29.49
Sedans, models 52 and 54; and broughams model 52	27.94	29.50	38.81
3-passenger coupe, model 52	19.99	21.10	27.76
Club coupe, models 52 and 54	24.54	25.90	34.08
Oil bath air cleaner, all models	2.15	2.30	3.07
Overdrive, all models	58.80	62.07	81.67
Police and taxicab clutch with heavy rear chassis springs, 11" brakes and heavy type seat cushion springs	7.50	7.91	10.41
Rubber cushion pads:			
All seats, models 51 and 53	11.53	12.35	16.47
Front seats only, models 51 and 53	5.76	6.17	8.2
Steering wheel, 17" with horn operating ring, models 51 and 53	4.04	4.33	5.77
Steering wheel, 18" models 51 and 53	12.97	13.89	18.53
Special paint, nepal-ivory, all models	38.43	41.18	54.90
Special paint, copper red, all models	9.61	10.30	13.73
Special two-paint, copper red and harvest tan, all models	38.43	41.18	54.90
Two-tone paint, standard colors, all models	12.01	12.87	17.16
Vacuum drive, all models	27.18	28.69	37.75
Vacuum antenna, all models	6.24	6.68	8.91
Visor, fixed type, extra, models 51 and 53	2.17	2.33	3.10
Visors, two swivel type, models 51 and 53	3.36	3.60	4.80
Weathermaster, all models	24.29	30.73	45.97
Wheel rim trim rings, all models	8.41	9.01	12.01
Window reveal moldings:			
Sedans and broughams	12.01	12.87	17.16
Models 51 and 53 coupes	6.73	7.21	9.61

## Tire options

4-16 x 6.00 6-ply tires over 4-16 x 6.00 4-ply tires, models 51 and 53	14.16	15.17	20.23
4-15 x 6.50 4-ply tires, including large hub caps, over 4-16 x 6.00 4-ply tires, models 51 and 53	13.41	14.37	19.16
4-15 x 6.50 6-ply tires, including large hub caps, over 4-16 x 6.00 4-ply tires, models 51 and 53	27.57	29.54	39.39
4-15 x 7.00 4-ply tires, including large hub caps, over 4-16 x 6.00 4-ply tires, models 51 and 53	21.30	22.82	30.43
4-15 x 7.00 6-ply tires, including large hub caps, over 4-16 x 6.00 4-ply tires, models 51 and 53	40.46	43.35	57.80
4-15 x 6.50 6-ply tires over 4-15 x 6.50 4-ply tires, models 52 and 54	14.16	15.17	20.23
4-15 x 7.00 4-ply tires over 4-15 x 6.50 4-ply tires, models 52 and 54	7.66	8.21	10.94
4-15 x 7.00 6-ply tires over 4-15 x 6.50 4-ply tires, models 52 and 54	23.45	25.13	33.50

3. Paragraphs (d) (1) and (d) (2) are amended to read as follows:

(1) Automobile. The applicable list price in subparagraph (1) of paragraph (a) for the new automobile, less discounts in effect on January 1, 1941 to the applicable class of purchaser.

(2) Extra or optional equipment. A charge for extra or optional equipment listed in subparagraph (2) (i) of paragraph (a) affixed to the new automobile which shall not exceed the applicable list price in that subparagraph, less discounts in effect on January 1, 1941 to the applicable class of purchaser.

4. Paragraph (e) (2) is amended to read as follows:

(2) Charge for transportation. A charge to cover the distributor's or direct dealer's transportation expense not to exceed the following:

(i) When the transportation charge to distributor or direct dealer is prepaid. A charge not to exceed the net invoice

transportation charge to the distributor or direct dealer for the new automobile and extra or optional equipment being sold including transportation tax at the current legal rate; or

(ii) When the transportation charge to distributor or direct dealer is not prepaid. A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

5. Paragraph (f) (2) is amended to read as follows:

(2) Charge for transportation—(i) When the transportation charge to reseller is prepaid. A charge not to exceed the net invoice transportation charge for the new automobile and extra or optional equipment being sold, including transportation tax at the current legal rate; or

(ii) When the transportation charge to reseller is not prepaid. A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

6. Paragraph (c) (2) is amended to read as follows:

## (2) Base amounts.

Description	Base amounts
Model 51 (Super Six):	
Chassis	\$969
3-passenger coupe	1,262
Brougham	1,291
Sedan	1,333
Club coupe	1,330
Convertible brougham	1,641
Model 52 (Commodore Six):	
3-passenger coupe	1,380
Brougham	1,431
Sedan	1,468
Club coupe	1,464
Model 53 (Super Eight):	
Chassis	1,038
Club coupe	1,461
Sedan	1,464
Model 54 (Commodore Eight):	
Club coupe	1,523
Sedan	1,535
Convertible brougham	1,799

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14057; Filed, Aug. 12, 1946; 4:49 p. m.]

[SO 133, Amdt. 1 to Order 36]

TRIMBLE NURSERYLAND FURNITURE, INC.

## ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and



filed with the Division of the Federal Register, and pursuant to Supplementary Order No. 133, *It is ordered*, That Order No. 36 under Supplementary Order No. 133 be amended in the following respect:

1. The following article is added to the list of articles in paragraph (a) (1):

Article	Model No.	Quantities	Adjusted maximum price to retailers
Replacement tub with drain hose.	-----	Dozen lots..	\$2.35

This amendment shall become effective on the 13th day of August 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14032; Filed, Aug. 12, 1946; 11:58 a. m.]

[MPR 594, Amdt. 4 to Order 11]

NASH-KELVINATOR CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, *It is ordered*:

Order 11, under Maximum Price Regulation 594 is amended in the following respects:

1. The schedule in paragraph (a) (1) (i) is amended to read as follows:

Model and Description	Wholesale allowance
"600" Series:	
4649, 2-door sedan.....	\$34.19
4643, Brougham.....	36.03
4648, 4-door sedan.....	36.55
4640, 4-door trunk sedan.....	37.72
Ambassador 6 Series:	
4669, 2-door sedan.....	49.74
4663, Brougham.....	54.30
4668, 4-door sedan.....	54.97
4660, 4-door trunk sedan.....	56.62
4664, 4-door Suburban sedan.....	72.07

2. The schedule in paragraph (b) (1) is amended to read as follows:

Model and Description	Net wholesale price
"600" Series:	
4649, 2-door sedan.....	\$890.76
4643, Brougham.....	936.78
4648, 4-door sedan.....	940.68
4640, 4-door trunk sedan.....	975.00
Ambassador 6 Series:	
4669, 2-door sedan.....	946.96
4663, Brougham.....	1026.00
4668, 4-door sedan.....	1038.16
4660, 4-door trunk sedan.....	1070.08
4664, 4-door Suburban sedan.....	1371.04

3. The schedule in paragraph (b) (2) is amended to read as follows:

Description	Net wholesale price	E. O. H. charge
Arm rest, rear center, 4-door sedans, both series.....	\$14.60	\$0.95
Chrome trim rings.....	6.80	.45
Cruising gear—Ambassador 6 series.....	57.00	3.80
Cruising gear—"600" series.....	53.65	3.70

Description	Net wholesale price	E. O. H. charge
Directional signals, all models—both series.....	\$13.90	\$0.80
Foam sponge cushions, front and rear.....	14.25	.90
Foam sponge cushions, single front or single rear.....	7.15	.50
No-roll, all models—both series.....	6.80	.40
Oil bath, air cleaner, all models—both series.....	4.25	.25
Radio antenna:.....		
Vacuum operated.....	8.50	.55
Manual operated.....	4.35	.25
Right hand drive:.....		
"600" series.....	8.20	.55
Ambassador 6 series.....	11.95	.80
Side window reveals, "600" series.....	4.40	.30
Special color options, single color, both series.....	23.75	1.50
Special color options, two tone color, both series.....	33.95	2.15
Two tone colors, all models, both series.....	10.15	.65
Upholstery:.....		
Leather, business coupes, both series.....	36.65	2.40
Leather, brougham and sedans.....	50.95	3.30
Canda cloth, "600" series—all models.....	7.50	.50
Whipcord or mohair, "600" series—all models.....	24.50	1.55
Broadcloth, "600" series—all models.....	65.25	4.10
Broadcloth, Ambassador 6 series—all models.....	40.75	2.55
Vacuum booster pump, all models—both series.....	5.30	.25
Weather eye, all models—both series.....	26.35	1.60
Wheel discs, all models—both series.....	7.60	.50
Wheel shields, rear—Ambassador 6 series only.....	12.55	.70

4. Paragraph (b) (4) (ii) is amended to read as follows:

(ii) *When the transportation charge to distributor or zone is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate or the truck-away charge at truckload rate, whichever is higher, for the transportation of a new automobile of the applicable weight listed below in Schedule A, from the factory, Kenosha, Wisconsin, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

#### Schedule A

Model	Weight (pounds)
All "600" series.....	2,805
All Ambassador 6 series.....	3,415

5. Paragraph (d) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable retail list price in the following schedule.

Model and Description	Retail list price
"600" series:	
4649, 2-door sedan.....	\$1,142
4643, Brougham.....	1,201
4648, 4-door sedan.....	1,206
4640, 4-door trunk sedan.....	1,250
Ambassador 6 series:	
4669, 2-door sedan.....	1,246
4663, Brougham.....	1,350
4668, 4-door sedan.....	1,366
4660, 4-door trunk sedan.....	1,408
4664, 4-door suburban sedan.....	1,804

6. Paragraph (d) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the

factory not to exceed the applicable retail list price in the schedule, plus the applicable "E. O. H." charge in the schedule.

Description	Retail list price	E. O. H. charge
Armrest, rear center, 4-door sedan, both series.....	\$19.70	\$0.95
Chrome trim rings.....	11.30	.45
Cruising gear—Ambassador 6 series.....	71.25	3.80
Cruising gear—"600" series.....	64.50	3.70
Directional signals, all models, both series.....	20.00	.80
Foam sponge cushions, front end and rear.....	19.00	.90
Foam sponge cushion, single front or single rear.....	9.50	.50
No-roll, all models, both series.....	10.65	.40
Oil bath air cleaner, all models, both series.....	5.40	.25
Radio Antennae:.....		
Vacuum operated.....	12.90	.55
Manual operated.....	6.20	.25
Right hand drive:.....		
"600" series.....	10.95	.55
Ambassador 6 series.....	15.95	.80
Side window reveals, "600" series.....	6.05	.30
Special color options, single color, both series.....	33.95	1.50
Special color options, two tone color, both series.....	47.55	2.15
Two tone colors, all models, both series.....	13.55	.65
Upholstery:.....		
Leather, business coupes, both series.....	48.85	2.40
Leather, brougham and sedans, both series.....	67.95	3.30
Canda cloth, "600" series, all models.....	10.20	.50
Whipcord or mohair, "600" series, all models.....	34.00	1.55
Broadcloth, "600" series, all models.....	88.30	4.10
Broadcloth, Ambassador 6 series, all models.....	54.30	2.55
Vacuum booster pump, all models, both series.....	5.65	.25
Weather eye, all models, both series.....	40.05	1.60
Wheel discs, all models, both series.....	12.15	.50
Wheel shields, rear, Ambassador 6 series only.....	18.00	.70

7. Paragraph (d) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truck-away charge at truckload rate, whichever is higher, for the transportation of a new automobile of the applicable weight listed below in Schedule A, from the factory, Kenosha, Wisconsin, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

#### Schedule A

Model	Weight (pounds)
All "600" series.....	2,805
All Ambassador 6 series.....	3,415

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14056; Filed, Aug. 12, 1946; 4:48 p. m.]

[MPR 591, Amdt. 1 to Order 555]

FORREST MFG. CO.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reason set forth in an opinion issued simultaneously herewith and filed



with the Division of the Federal Register and pursuant to section 9 of Maximum Price Regulation No. 591, *It is ordered:*

Order No. 555 under section 9 of Maximum Price Regulation No. 591 is amended in the following respects:

Paragraph (a) is amended to read as follows:

Nonsiphon lavatory faucet:

Model LF-50-A, brass with lever handle and tall pipe:

Polished or chrome plated finish. \$1.56  
Rough finish. 1.30

This amendment shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14033; Filed, Aug. 12, 1946;  
11:58 a. m.]

[MPR 594, Amdt. 2 to Rev. Order 18]

#### GENERAL MOTORS CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, *It is ordered:*

Revised Order 18 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (1) is amended to read as follows:

(1) *New automobile.*

Series	Symbol	Description	List price
		<b>Fleetmaster:</b>	
2102	STSED	Town Sedan	\$1,025
2103	SCSED	Sport Sedan	1,076
2124	SCPE-4	Sport Coupe	1,012
2134	SCBL	Cabriolet	1,263
2109	STW	Station Wagon	1,486
2144	STCP-4	Fleetline: Dynamic Sport Coupe	1,047
		<b>Stylemaster:</b>	
1501	DPCH	Chassis with cowl and windshield	757
1502	DTSED	Town Sedan	954
1503	DCSED	Sport Sedan	1,005
1504	DCPE-2	Business Coupe	904
1524	DCPW-4	Sport Coupe	941

2. Paragraph (a) (2) is amended to read as follows:

(2) The company shall apply to the applicable list price in subparagraph (1) for the new automobile and the applicable list prices in subparagraph (3) for extra or optional equipment, the following applicable discount and applicable bonus:

(i) *Basic discount to direct dealer:* 24%.

(ii) *Basic discount to associate dealer:* For carload lots: 22% plus 2% to direct dealers.

For less than carload lots: 20% plus 4% to direct dealers.

(iii) *Basic discount to associate dealers when not operating under direct dealers.*

Carload lots: 22%

For less than carload lots: 20%

(iv) *Dealer bonus.* A rebate, called "dealer bonus," on each new automobile shall be paid by the Company to direct dealers at the end of the model selling years in the amounts computed in accordance with the same method the Company had in effect on January 1, 1941.

(v) *Fleet users.* A contingent quantity discount computed in accordance with the same method the Company had in effect on January 1, 1941, shall be paid by the Company to fleet users who qualify for such a discount in accordance with agreements they have with the Company.

3. Paragraph (a) (3) (i) is amended to read as follows:

(i) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule installed on the new automobile which shall not exceed the applicable list price in the schedule less the applicable discount in subparagraph (2) above; or the applicable net price in the schedule for those items of special paint options having net prices only; plus the applicable D and H charge in the schedule:

1946 Option No.	Description	List price	D & H charge
216C	Oil bath air cleaner	\$3.75	\$0.25
216F	Oil bath air cleaner	4.95	.30
241A and 216A	Handy governor and truck type air cleaner	5.60	.30
241A	Handy governor	5.60	.30
227A	Heavy duty clutch	3.10	.20
237A	Oil filter	9.35	.50
271A	Radiator overflow tank equipment	2.80	.15
224A	Economy Motor	3.10	.20
201A	Economy axle	3.10	.15
223A	R H rear door remote lock	3.10	.15
254A & B	Heavy rear spring equipment	3.10	.25
316A & B	Heavy duty transmission	4.35	.15
201B	11:41 ratio rear axle	3.10	.15
330A or 330B	Taxicab conversion equipment	24.25	1.30
331A	Taxicab cloth trim	6.85	.35
235C, D & E	Two-tone paint for body (production colors)	9.35	.50
	Two-toned hood: In production colors, less than 5 jobs	6.20	.35
	In special colors, less than 5 jobs	6.20	.35
	Five wheels in special color, less than 5 jobs	6.20	.35
	Under gear paint, less than 5 jobs	12.45	.70
274A	Tire options:		
	Four 6.00 x 16 6-ply regular tread tires in place of four 6.00 x 16 4-ply regular tread tires	14.95	1.60
	Special paint options for body:	(i)	
	When one color (except white or ivory) not used in regular scheduled production is used	18.65	1.30
	When one color is used that is white or ivory	12.45	.85
	When a two-color combination is used of which one color is white or ivory	12.45	.85
	When a two-color combination (except white or ivory) not used in regular scheduled production is used, of which one color is black and which requires one masking stripe to be in standard location and size	3.10	.25

<sup>1</sup>Net Price.

1946 Option No.	Description	List price	D & H charge
	Special paint options for body—Continued.		
	When a two-color combination (except white, ivory or black) not used in regular scheduled production, but consisting of production colors, is used, which requires one masking stripe to be in standard location and size	\$6.20	\$0.45
	When a two-color combination consisting either of one color not used in regular scheduled production and one color used in regular scheduled production, or two colors not used in regular scheduled production, is used and is applied other than in a standard location and other than a standard size	18.65	1.30

Paragraph (b) is amended to read as follows:

(b) *Company sales to users.* The Company may sell and deliver to users each of the Chevrolet new passenger automobiles listed in subparagraph (1) of paragraph (a) and extra or optional equipment at a price not to exceed the maximum price that a reseller in the area in which the Company makes delivery is permitted to charge under paragraph (e) below, less the amount obtained by applying to the list prices for the automobile and extra or optional equipment the applicable discounts in effect on January 1, 1941, to each class of user.

5. Paragraph (d) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable list price set forth in subparagraph (1) of paragraph (a) less 20% discount.

(6) Paragraph (d) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (3) (i) of paragraph (a) when installed at the factory not to exceed the applicable list price set forth in that subparagraph less 20% discount, or the applicable net price in that subparagraph for those items having net prices authorized, plus the D & H charge in that subparagraph.

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14059; Filed, Aug. 12, 1946;  
4:49 p. m.]

[MPR 594, Amdt. 3 to Order 23]

#### PACKARD MOTOR CAR CO.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register



and pursuant to sections 8 and 9b of Maximum Price Regulation 594; It is ordered:

Order No. 23 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (2) (iii) is amended to read as follows:

(iii) *Quantity purchase rebate.* The Company shall pay to quantity purchasers on all purchases from zones or dealers the applicable quantity purchasers' rebate in effect on January 1, 1941.

2. The schedule in paragraph (a) (3) (i) is amended to read as follows:

Description	Installation allowance deduction including excise tax	Excise tax on equipment installed	Wholesale price installed to—		List price installed
			Zone	Dealer	
Accessory group "CC":					
Clock					
Cigar lighter					
Horn ring					
Courtesy light					
Antennas for radios:					
Rotary	\$2.85	.44	6.23	7.17	10.96
Vacuum	2.85	.84	12.05	13.71	21.30
Exhaust pipe trim	.57	.08	1.19	1.29	1.69
Export car equipment group:					
"EC" export special equipment		.54	7.65	8.21	11.03
"XOF" export oil filter		.20	2.88	3.09	4.15
Gas tank locking caps	.57	.11	1.51	1.90	2.59
Guards, bumpers:					
Front auxiliary equipment	1.42	.44	6.26	7.27	10.64
Rear auxiliary equipment	1.42	.44	6.26	7.27	10.64
Heater and defroster:					
Dash	6.55	1.44	20.53	24.79	34.71
Underseat	11.38	2.15	30.74	36.47	45.98
Heater fresh air intake	2.85	.44	6.34	7.28	10.08
Leather trim:					
For six and eight		5.04	71.95	77.27	103.86
For Deluxe eight and super eight		5.67	80.94	86.92	116.83
For custom super eight		4.72	67.46	72.44	97.37
License plate frames (pair)	.57	.15	2.09	2.67	3.58
Lights:					
Backlight	2.85	.37	5.24	5.92	7.31
Fog (pair)	5.13	.88	12.56	14.57	17.64
Luggage compartment	1.13	.13	1.84	2.10	2.64
Spotlight	4.27	1.05	15.01	17.84	22.36
Mirrors:					
Rear-view bolt-on type	.72	.17	2.48	3.00	5.80
Rear view clamp-on type	.72	.13	1.83	2.13	2.56
Vanity		.05	.73	.91	1.44
Oil bath		.32	4.63	4.98	6.69
Oil filter	1.42	.32	4.51	5.30	9.29
Overdrive		3.78	53.96	57.95	77.89
Right hand drive		1.79	25.64	27.53	37.00
Steering wheel deluxe	1.42	.60	8.59	10.18	13.57
Sun visor	.57	.14	1.96	2.35	3.32
Taxicab equipment:					
Backup buzzer		.17	2.36	2.54	3.41
Trunk rack and license clamp		1.45	20.73	22.26	29.92
Trunk screen		.94	13.37	14.36	19.30
Tires (700 x 15-4 ply):					
For Six, Eight and Deluxe Eight		1.01	14.39	15.46	20.78
Tires 6-ply instead of 4-ply:					
Six, Eight or Deluxe Eight		1.19	16.97	18.02	23.75
Super Eight or Custom Super Eight		1.22	17.48	18.54	24.95
Venetian shades	.86	.31	4.36	5.29	7.85
Wheels, 16" instead of 15":					
Six, eight and Deluxe eight		.60	8.61	9.25	12.43
Super eight and Custom Super eight		1.10	15.71	16.87	22.68
Wheel shields, rear (pair)	2.85	1.09	15.62	18.29	27.84
Wheel trim rings (each)	.22	.09	1.31	1.69	2.52

4. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for automobile.* A charge for the new automobile described below not to exceed the following applicable list prices:

Packard Six:	Description	List price
	Club sedan	1,576
	4-door sedan	1,624
	Taxicab—partition type	1,947
	Taxicab—sedan type	1,829
Packard Eight:		
	Club sedan	1,634
	4-door sedan	1,682
Packard DeLuxe Eight:		
	Club sedan	1,696
	4-door sedan	1,746
Packard Super Eight:		
	Club sedan	2,094
	4-door sedan	2,141
Packard Custom Super Eight:		
	Club sedan	2,736
	4-door sedan	2,863

(1) *Taxicab deductions.*—The dealer or other reseller shall deduct from the

wholesale price of the Packard six taxicab being sold the following applicable allowance when roof lamps or tires are not furnished with the taxicab:

Description	Deduction
Roof lamps	\$28.73
4 tires 6 ply standard	53.76

3. Paragraph (b) (3) (ii) is amended to read as follows:

(ii) *When the transportation charge to zone is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate or the truck-away charge at truckload rate whichever is higher, for the transportation of a new automobile of the applicable weight listed below (schedule A) from the factory, Detroit, Michigan, to the place at which delivery is made to the purchaser including transportation tax at the current legal rate.

Description:	Weight (pounds)
Packard Six:	
Club Sedan or 4-door sedan	3,635
Taxicab—partition type	4,015
Taxicab—sedan type	3,925
Packard Eight	3,785
Packard DeLuxe Eight	3,820
Packard Super Eight	4,130
Packard Custom Super Eight	4,230

5. Paragraph (c) (3) (ii) is amended to read as follows:

(ii) *When the transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate or the truck-away charge at truckload rate whichever is higher, for the transportation of a new automobile of the applicable weight listed below (schedule A) from the factory, Detroit, Michigan, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

Description:	Weight (pounds)
Packard Six:	
Club Sedan or 4-door Sedan	3,635
Taxicab—partition type	4,015
Taxicab—sedan type	3,925
Packard Eight	3,785
Packard DeLuxe Eight	3,820
Packard Super Eight	4,130
Packard Custom Super Eight	4,230

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14064; Filed, Aug. 12, 1946; 4:51 p. m.]

[MPR 594, Amdt. 2 to Rev. Order 20]

GENERAL MOTORS CORP.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Revised Order 20 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (1) is amended to read as follows:

(1) *New automobiles.*

Series and model	Description	List price
40 series:		
410	Chassis	\$967
41	4-door sedan	1,346
46-S	Sedanet	1,291
50 series:		
510	Chassis	1,066
514	Special chassis	1,066
51	4-door sedan	1,567
56-S	Sedanet	1,490
56-C	Convertible coupe	1,780
59	Estate wagon	2,022
70 series:		
710	Chassis	1,328
713	Special chassis	1,170
71	4-door sedan	1,824
76-S	Sedanet	1,732
76-C	Convertible coupe	2,049

2. Paragraph (a) (2) is amended to read as follows:



(2) *Company discounts.* The company shall apply to the applicable list price in subparagraph (1) for each automobile the following applicable discount.

(i) *Basic discount to distributors.* 25 percent, plus \$35.00 on each 40 and 50 series; and 25 percent plus \$50.00 on each 70 series.

(ii) *Basic discount to direct dealer.* 25 percent.

(iii) *Basic discount to associate dealer.* 22 percent.

(In applying the basic discounts above, the company may invoice the distributors and dealers at 1% less than the applicable basic discount and may hold this 1% difference until the close of the model selling year at which time the 1% discount is to be paid or credited to the respective distributors and dealers.)

3. Paragraph (a) (3) (i) is amended to read as follows:

(i) *Extra or optional equipment.* A charge for each group of extra or optional equipment listed below installed on the new automobile which shall not exceed the applicable wholesale price shown below:

Group	Description	Wholesale prices to—		
		Distributor	Direct dealer and associate dealer	List price
A	Radio antenna	\$5.35	\$5.95	\$7.90
B	Underseat heater and windshield defroster	20.50	22.67	64.45
D	Windshield washer	3.55	3.75	5.25
G	Special steering wheel extra cost on 40 series only	9.50	10.49	16.40
H	Electric clock, wheel trim moldings, and license plate frame			
	Extra cost on 40 series only	19.00	20.00	26.25
J	500# overload springs	2.29	2.49	3.95
O	Foamtex cushions, front and rear seats, Extra cost on 40 series only	13.33	13.95	18.35
P	18" high ground clearance, 5 wheels, 4 tires, 4 tubes and related parts	14.82	16.12	25.60
K	Rear wheel shields	12.47	13.12	17.05
	Special paint, Chassis sheet metal and body	37.00	39.00	52.00
	Special body interior trim:			
	Combination No. 51 tan broadcloth (striped) extra cost on models 41 and 46-S (standard equipment on models 51 and 56-S)	32.25	32.25	42.26
	Combination No. 52 grey broadcloth (striped) extra cost on models 41 and 46-S (standard equipment on models 51 and 56-S)	32.25	32.25	42.25
	Combination No. 53 tan Bedford cord (novelty) extra cost on models 51 and 56-S	36.25	36.25	47.50
	Combination No. 54 grey Bedford cord (novelty) extra cost on models 51 and 56-S	36.25	36.25	47.50
	Combination No. 55 tan broadcloth (figured) extra cost on models 51 and 56-S	36.25	36.25	47.50
	Combination No. 56 grey broadcloth (figured) extra cost on models 51 and 56-S	36.25	36.25	47.50
	Combination No. 57 tan Bedford cord extra cost on models 51 and 56-S	48.25	48.25	63.25
	Combination No. 59 grey Bedford cord extra cost on models 51 and 56-S	48.25	48.25	63.25
	Combination No. 80 dark and light tan broadcloth, extra cost on models 51 and 56-S	54.75	54.75	71.75
	Combination No. 81 blue and grey broadcloth, extra cost on models 51 and 56-S	54.75	54.75	71.75
	Combination No. 82 dark and light green broadcloth, extra cost on models 51 and 56-S	54.75	54.75	71.75

4. Paragraph (b) (1) is amended to read as follows:

(1) *User discounts*

	Percent
(i) To United States	25
(ii) To body-building firms	25
(iii) To users other than fleet users	25
(iv) To fleet users	(1)

<sup>1</sup> A quantity discount computed in accordance with the same method in effect on January 1, 1941 to fleet users who qualify under Company-fleet user agreements.

5. Paragraph (b) (2) (i) is amended to read as follows:

(1) *Extra and optional equipment.* A charge for extra or optional equipment not to exceed the applicable maximum price to dealers and associate dealers set out under the heading "Wholesale Prices—To Direct Dealer and Associate Dealer" in subparagraph (3) (i) of paragraph (a); except that on sales to fleet users, the charge shall be the applicable list price less a fleet user discount computed in accordance with the same method in effect on January 1, 1941.

6. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable list price set forth in subparagraph (1) of paragraph (a) less the applicable basic discount in the following schedule:

	Percent
Basic discount to direct dealers	25
Basic discount to associate dealers	22

(In applying the basic discount above, the distributor may invoice its direct dealers and associate dealers at 1% less than the applicable basic discount and may hold this 1% difference until the close of the model selling year at which time the 1% discount is to be paid or credited to the respective direct dealers and associate dealers.)

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14061; Filed, Aug. 12, 1946;  
4:50 p. m.]

[MPR 594, Amdt. 6 to Order 7]

CHRYSLER CORP.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of Maximum Price Regulation 594, it is ordered:

Order 7 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable factory retail price in subparagraph (1) of paragraph (f) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

2. Paragraph (c) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra

or optional equipment listed in subparagraph (2) of paragraph (f) when installed at the factory not to exceed the amount of the applicable factory retail price in subparagraph (2) of paragraph (f) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

3. Paragraph (d) (4) (ii) is amended to read as follows:

(ii) *When transportation charge to direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3,329 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

4. Paragraph (f) (1) is amended to read as follows:

(1) *Charge for automobile.* A charge for the new automobile not to exceed the applicable factory retail price in the following schedule:

Model and description:	Factory retail price
D-24 DeLuxe:	
3-passenger coupe	\$1,141
2-door sedan	1,213
4-door sedan	1,261
D-24 Custom:	
Club coupe	1,315
4-door sedan	1,325
Town sedan	1,366
Convertible coupe	1,565
7-passenger sedan	1,635
Limousine	1,744

5. Paragraph (f) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the factory not to exceed the applicable factory retail price in the schedule:

Description:	Factory retail price
Accessory group "A":	
Bumper and Buffer plates—front	
Bumper and buffer plates—rear	
Cigar lighter	\$41.50
Clock, electric	
Wheel covers, plastic	
Accessory group "B":	
Bumper and buffer plates—front	
Cigar lighter	10.70
Accessory groups "C":	
Bumper and buffer plates—front	
Bumper and buffer plates—rear	
Cigar lighter	50.85
Clock, electric	
Directional signal lights	
Wheel covers, plastic	
Accessory group "CC":	
Front bumper and plates	
Rear bumper and plates	20.85
Directional signal lights	
"A" cooling system	6.40
Bumper and buffer plates—front	7.90
Bumper and buffer plates—rear	6.65
Bumper and bumper plates—front and rear	14.55
Cigar lighter	2.65
Clock, electric	14.15
Commercial duty springs	3.65
Directional signal lights	11.85
Export tool kit	7.30
Fluid drive	33.25
Hand brake signal flasher	4.30
Heaters:	
All weather air control system	63.80



Description:	
Heaters—Con.	Factory retail price
Comfort master with fresh air intake and defroster attachment.	\$42.60
Comfort master with defroster attachment.	28.70
Leather—tan:	
All sedans.	47.90
3-passenger coupe.	23.95
Club coupe.	47.90
Leather upholstery (tan, blue or green) for convertible coupes.	9.95
Locking gas cap.	1.95
Lock-glove box.	1.05
1½" over-size shock absorbers and stone shields.	9.10
Plastic wheel covers (4).	10.25
Radio antennae:	
Skyway type 50".	5.05
Skyway type—long.	6.10
Header type.	8.25
Right hand drive.	9.95
4.5" rims standard 4" rims.	1.80
Shock absorber stone shields—rear.	1.35
Special body color.	36.60
Terne plated muffler and heavy gauge tail pipe.	.95
Tires:	
6.50 x 16-4-ply over standard 6.00 x 16-4-ply.	9.85
6.50 x 16-6-ply over standard 6.00 x 16-4-ply.	24.95
6.00 x 16-6-ply over standard 6.00 x 16-4-ply.	16.25
Tubes—4—6.00 x 16 lifeguards.	46.80
Two tone color (except for convertible coupes and 7-passenger sedans).	13.30

6. Paragraph (f) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for transportation of a new automobile weighing 3,329 pounds from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14052; Filed, Aug. 12, 1946; 4:47 p. m.]

[MPR 594, Amdt. 2 to Rev. Order 22]

#### GENERAL MOTORS CORP.

##### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Revised Order 22 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (1) is amended to read as follows:

(1) *New automobile.*

Description		List price
61 Series:		
6107—Five-passenger club coupe (2-door)		\$1,820
6109—Five-passenger sedan (4-door)		1,935
62 Series:		
6207—Five-passenger club coupe (2-door)		2,036
6267—Five-passenger convertible coupe (2-door)		2,292
6269—Five-passenger sedan (4-door)		2,105
60 Special: 6069—Five-passenger sedan (4-door)		2,799
75 Series:		
7519—Five passenger sedan (4-door)		3,926
7523—Seven passenger sedan		4,100
7533—Seven passenger imperial		4,283
7523—L—Nine passenger business sedan		3,791
7533—L—Nine passenger business imperial		3,972
163" commercial chassis		1,696

2. Paragraph (a) (2) is amended to read as follows:

(2) *Company discounts.*—(i) *Basic discounts to distributors and body-building firms.* The Company shall apply to the applicable list price in subparagraph (1) for each new automobile the following applicable discounts:

	Percent
On Series 61, 62 and 60—Special	28
On Series 75	30

(ii) *Additional over-riding discounts to distributors.* There shall be applied to the applicable list price in subparagraph (1) for the new automobile an additional overriding discount of 2% to distributor on his wholesale sales to dealers that are not branches or wholly owned subsidiaries of the distributor of Series 61, 62, and 60—special, to be credited to distributor upon delivery of the new automobile to a purchaser at retail.

3. Paragraph (a) (3) (i) is amended to read as follows:

(i) *Extra or optional equipment.* A charge for each item of extra or optional equipment listed below installed on the new automobile which shall not exceed the respective wholesale price to distributor shown below, plus its applicable E. O. H. charge:

Description	Wholesale Prices to		List price	E. O. H. charge
	Distributor	Dealer		
Commercial cowl: For Series 75 163" commercial chassis.	\$64.25	\$69.15	\$93.70	\$4.50
4-Wheel Discs	11.95	13.95	19.90	.84
License plate frames	1.95	2.35	3.75	.14
Coupe adapter kit	1.80	2.10	3.10	.13
Ventilating defrosting heater.	26.00	29.80	42.00	1.82
Automatic underseat heater Series 61, 62, and 60 Special.	46.65	52.65	75.40	3.22
Automatic underseat heater Series 75.	49.15	56.80	82.80	3.44
Glare-proof mirror	2.75	3.35	5.05	.19
Special steering wheel	11.25	13.15	18.75	.79
5 trim rings	5.60	6.60	9.60	.39
Hydraulic transmission	135.45	142.35	176.85	9.49
Windshield washer	6.50	7.35	10.80	.46
Vacuum serial	7.90	8.55	11.95	.55
Back-up light	8.30	9.30	13.05	.58
Fog lights	17.70	20.75	30.95	1.24

4. Paragraph (b) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable list price set forth in subparagraph (1) of paragraph (a) less the discount in effect on January 1, 1941 to each class of user.

5. Paragraph (b) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (3) (i) of paragraph (a) which shall not exceed the list price in that subparagraph, less the discount in effect on October 1, 1941, to each class of user.

6. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable list price set forth in subparagraph (1) of paragraph (a) less the applicable discount in the following schedule:

Model:	Discount (percent)
Series 61 and 62	26
Series 60—Special	25
Series 75	25

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14063; Filed, Aug. 12, 1946; 4:51 p. m.]

[MPR 594, Amdt. 1 to Rev. Order 3]

#### STUDEBAKER CORP.

##### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is Ordered:

Revised Order No. 3 under Maximum Price Regulation 594 is amended to read as follows:

1. The billing discount in the narrative in paragraph (a) immediately preceding paragraph (a) (1) is amended to read "23%" instead of "20.6%".

2. Paragraph (a) (1) is amended to read as follows:

(1) *List prices.*

Description	List price
4-door cruising sedan	\$998
2-door club sedan	947
5-passenger double dater coupe	945
3-passenger business coupe	903

3. The schedule in paragraph (a) (2) (i) is amended to read as follows:

Description	List price
Front floor carpet—coupe	\$5.60
Full width seat in place of divided seat in coupe and front seat in 2-door sedan	35.40
Hill Holder	8.50
Hoof or handy governor	3.25
Leather upholstery:	
In coupes	17.40
In sedans	29.85



Description	List price
Optional tires:	
5.50 x 16 6-ply black.....	\$12.45
6.00 x 16 4-ply black.....	8.35
6.00 x 16 6-ply black.....	22.25
Overdrive and free wheeling.....	55.95
Painting initials on car doors—each initial.....	1.65
Police type generator and standard battery.....	31.05
Rear door pockets.....	9.95
17 plate 100 amp. hour battery.....	4.35
17 plate 110 amp. hour battery.....	4.65
Six blade fan.....	1.85
Special paint (enamel) in other standard production colors.....	31.05
Wet type air cleaner.....	4.15
Generator and 17 plate battery.....	34.80

4. The billing discount in the narrative in paragraph (b) is amended to read "23%" instead of "20.6%".

5. The schedule in paragraph (b) is amended to read as follows:

	Percent
1 to 25, inclusive.....	24.0
26 to 50, inclusive.....	24.5
51 to 100, inclusive.....	25.0
101 to 150, inclusive.....	25.5
151 and over.....	26.0

6. Paragraph (c) (1) and (c) (2) are amended to delete therefrom the phrase "reduced by 9.7 percent".

7. The billing discount in the narrative in paragraph (d) immediately preceding subparagraph (1) and in subparagraph (1) of paragraph (d) is amended to read "23 percent" instead of "20.6 percent".

8. Paragraph (e) (3) is amended to read as follows:

(3) *Transportation.* A charge to cover the resellers transportation expense not to exceed the following:

(i) *When the transportation charge to the reseller is prepaid.* A charge not to exceed the net invoice transportation charge to the reseller for the new automobile and extra or optional equipment being sold, including transportation tax at the current legal rate; or

(ii) *When the transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate or the truckaway charge at truckload rate whichever is higher for the transportation of new automobile and extra or optional equipment from the factory South Bend, Indiana, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14048; Filed, Aug. 12, 1946;  
4:46 p. m.]

[MPR 594, Amdt. 6 to Order 8]

CHRYSLER CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of

Maximum Price Regulation 594, It is ordered:

Order 8 under Maximum Price Regulation 594 is amended in the following respects:

1. The following items and respective net wholesale prices are added to the schedule of extra or optional equipment in paragraph (a) (2):

Description	Net wholesale price
Taxicab, conversion equipment for	
4 door sedan.....	\$4.63
7 passenger sedan.....	32.97

2. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable factory retail price in subparagraph (1) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

3. Paragraph (c) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) of paragraph (e) when installed at the factory not to exceed the amount of the applicable factory retail price in subparagraph (2) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

4. The following items and respective net wholesale prices are added to the schedule of extra or optional equipment in paragraph (d) (2):

Description	Net wholesale price
Taxicab, conversion equipment for	
4 door sedan.....	\$4.86
7 passenger sedan.....	34.62

5. Paragraph (d) (4) (ii) is amended to read as follows:

(ii) *When transportation charge to direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3,505 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

6. Paragraph (e) (1) is amended to read as follows:

(1) A charge for the new automobile not to exceed the applicable factory retail price in the following schedule:

Model and description	Factory retail price
S-11 DeLuxe:	
3-passenger coupe.....	\$1,220
2-door sedan.....	1,310
Club coupe.....	1,334
4-door sedan.....	1,343
7-passenger sedan.....	1,745
S-11 Custom:	
2-door sedan.....	1,382
Club coupe.....	1,401
4-door sedan.....	1,412
Convertible coupe.....	1,654
7-passenger sedan.....	1,795
Limousine.....	1,913

7. Paragraph (e) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the factory not to exceed the applicable factory retail price in the schedule:

Description	Factory retail price
"A" cooling.....	\$5.50
Accessory group No. 1:	
Bumper buffer plate, cigar lighter, push button starter.....	13.65
Accessory group No. 2:	
Plastic radiator ornament, directional signal with hand brake light, special plastic steering wheel.....	28.25
Airfoam rear seat cushion (custom only).....	6.65
Armrest—right front door (DeLuxe only).....	2.35
Bumper buffer plates—front and rear.....	9.85
Cigar lighter.....	2.65
Directional signal, with hand brake light.....	17.60
Electric clock.....	14.15
Export tool kit.....	7.30
Extreme duty springs.....	3.65
Fluid drive.....	33.25
Fluid drive with tiptoe shift transmission.....	85.20
Fresh air intake assembly.....	13.55
Heaters:	
All weather air control system with fresh air intake and defroster connections.....	63.80
Comfort master and defroster.....	29.00
Comfort master with fresh air system and defroster connections.....	42.25
DeLuxe heater with defroster connections.....	22.90
Leather trim, non-standard in blue, red or green for convertible coupe.....	9.95
Leather trim over cloth:	
All models other than 3-passenger coupe and convertible coupe.....	47.90
3-passenger coupe.....	23.95
Locking gas cap.....	1.95
Muffler, terne plated and heavier gauge tail pipe.....	.95
Plastic radiator ornament and light.....	2.65
Push button starter.....	13.30
Radio antennae:	
Skyway type, 50".....	5.05
Skyway type, long.....	6.10
Header type.....	8.25
Refrigeration unit, sedans.....	432.30
Right hand drive.....	9.95
Shock absorber stone shield package, including crank case vent air cleaner and gas tank stone shields.....	3.75
Shock absorber 1½", oversize, and stone shields.....	9.10
Shock absorber stone shields, rear.....	1.35
Special body color, sheet metal to match.....	36.60
Special plastic steering wheel.....	10.65
Tail pipe extension.....	1.55
Taxicab conversion equipment for	
4-door sedan.....	6.10
7-passenger sedan.....	43.40
Tires:	
4-6.50 x 15—6-ply.....	17.30
4-6.50 x 16—6-ply.....	22.80
Tubes:	
4-6.50 x 15 lifeguards.....	50.30
Two tone body color except for convertible coupes.....	13.30
Wheel rings, plastic, set of four.....	11.15
Windshield wipers, electric.....	5.60

8. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truck-



load rate, whichever is higher, for the transportation of a new automobile weighing 3505 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14053; Filed, Aug. 12, 1946;  
4:48 p. m.]

[MPR 594, Amdt. 7 to Order 9]

#### CHRYSLER CORP.

##### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of Maximum Price Regulation 594, *It is ordered:*

Order 9 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable factory retail price in subparagraph (1) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

2. Paragraph (c) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) of paragraph (e) when installed at the factory not to exceed the amount of the applicable factory retail price in subparagraph (2) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

3. Paragraph (d) (4) (ii) is amended to read as follows:

(ii) *When transportation charge to distributor or direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3,080 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

4. Paragraph (e) (1) is amended to read as follows:

(1) *Charge for automobile.* A charge for the new automobile not to exceed the applicable factory retail price in the following schedule:

Model and description	Factory retail prices
P-15 deluxe:	
3-passenger coupe	\$1,042.00
2-door sedan	1,085.00
Club coupe	1,130.00
4-door Sedan	1,142.00
P-15 Special deluxe:	
3-passenger coupe	\$1,089.00
2-door sedan	1,129.00
Club coupe	1,175.00
4-door sedan	1,174.00
Convertible coupe	1,356.00
Station wagon	1,424.00
Chassis	905.00

5. Paragraph (e) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the factory not to exceed the applicable factory retail price in the schedule:

Description	Factory retail price
"A" cooling	\$3.10
Accessory group "C":	
Extra windshield wiper	6.65
Extra sun visor	6.65
Armrest:	
Left (deluxe only)	3.10
Left and right (deluxe only)	6.25
Bumper guards:	
Front center	2.05
Rear center	2.75
Outer front	5.55
Outer rear	5.50
Cigar lighter	2.65
Clock, electric	14.15
Crankcase ventilator package	1.35
Directional signal	12.55
Economy group No. 1	4.25
Economy group No. 2	5.60
Export Tool Kit	7.30
Extreme Duty Springs	3.65
Generator, 40 ampere	9.35
Heater with defroster:	
Twin all-weather	65.15
Comfort master	29.85
Deluxe	22.90
Leather trim over cloth:	
2-door and 4-door sedans, club coupe and limousine	45.20
3-passenger coupe	22.65
Leather upholstery (tan, blue, or green) for convertible coupes	9.95
Lock-glove box	1.05
Locking gas cap	1.95
1 1/2" oversize shock absorbers and stone shields	9.10
Powermatic shift	8.65
Radio antennae:	
Skyway type	6.10
Header type	8.25
4.5" rims over standard 4" rims	1.80
Special body color	36.55
Special color paint (hood, fenders and sheet metal, etc.) for station wagons	6.65
Shock absorbers—double capacity	10.65
Shock absorber stone shields	1.35
Tail lamp, auxiliary, station wagon	4.00
Taxicab package No. 1	13.75
Taxicab package No. 2	7.15
Terne plated muffler and heavy gauge tail pipe	.95
Tires:	
4 6.50 x 16 4-ply over standard	
6.00 x 16 4-ply	9.85
4 6.40 x 16 6-ply over standard	
6.00 x 16 4-ply	24.95
4 6.00 x 16 6-ply over standard	
6.00 x 16 4-ply	16.25
Tubes, lifeguard:	
4 6.00 x 16	46.80
Wheel rings, set of 5	9.95
Right hand drive	9.95
Two tone paint for 2 and 4-door Deluxe and Special Deluxe sedans	13.30

6. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3080 pounds from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14054; Filed, Aug. 12, 1946;  
4:48 p. m.]

[RMPR 136, Amdt. 2 to Order 641]

#### INDUSTRIAL ELECTRIC STORAGE BATTERIES

##### ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion, issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 31 of Revised Maximum Price Regulation 136, *It is ordered:*

Order No. 641 under Revised Maximum Price Regulation 136 is amended in the following respects:

1. Paragraph (d) is amended to read as follows:

(d) The maximum prices for sales by resellers, other than retailers, of industrial electric storage batteries shall be the maximum prices in effect just prior to the issuance of this order, increased by the same percentage by which their net invoiced costs have been increased as a result of this order, and subject to the same discounts, allowances and other deductions in effect to any purchasers or classes of purchasers just prior to the issuance of this order.

2. Paragraph (f) is amended to read as follows:

(f) Every manufacturer of industrial electric storage batteries shall give written notice to his resellers of the percentage amount by which this order permits such resellers to increase their maximum prices.

3. Paragraph (g) is redesignated to read paragraph (h).

4. The following paragraph (g) is added:

(g) This order shall not apply to the maximum prices for sales of industrial electric storage batteries established after the effective date of this order under the "in-line" provisions of Revised Maximum Price Regulation 136.

This amendment shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14104; Filed, Aug. 13, 1946;  
11:51 a. m.]



[MPR 594, Amdt. 5 to Order 13]

CHRYSLER CORP.

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8, 9, and 9b of Maximum Price Regulation 594, It is ordered:

Order 13 under Maximum Price Regulation 594 is amended in the following respects:

1. The schedule in paragraph (a) (1) is amended by adding the following model and applicable net wholesale price:

Model and description	Net wholesale price
Town and country (8 cylinders),	
Convertible coupe.....	\$1,971.84

2. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable factory retail price in subparagraph (1) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

3. Paragraph (c) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) of paragraph (e) when installed at the factory not to exceed the amount of the applicable factory retail price in subparagraph (2) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

4. Paragraph (d) (4) (ii) is amended to read as follows:

(ii) *When the transportation charge to distributor or direct dealer is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3990 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

5. Paragraph (e) (1) is amended to read as follows:

(1) *Charge for automobile.* A charge for the new automobile not to exceed the applicable factory retail price in the following schedule.

Model and description	Factory retail price
C-39-K Saratoga (8 cylinders):	
3-passenger coupe.....	\$1,642
2-door sedan.....	1,718
Club coupe.....	1,742
4-door sedan.....	1,757
C-39-N New Yorker (8 cylinders):	
3-passenger coupe.....	1,747
2-door sedan.....	1,823
Club coupe.....	1,826
4-door sedan.....	1,841
Convertible coupe.....	2,075
Town and country (8 cylinders):	
Convertible coupe.....	2,629

6. Paragraph (e) (2) is amended to read as follows:

(2) *Charges for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the factory not to exceed the applicable factory retail price in the schedule:

Description	Factory retail price
"A" cooling system.....	\$5.50
Antennae:	
50" skyway type.....	5.05
Long skyway type.....	6.10
Header type.....	8.25
Bumper buffer bars.....	6.65
Export tool kit.....	7.30
Extreme duty springs.....	3.65
Heaters:	
All weather air controlled system complete with defroster and air intake.....	63.80
Comfort master.....	42.60
Underseat twin unit with fresh air duplicate intake and defroster.....	50.90
Highlander plaid and leather upholstery for sedans and coupes, New Yorker.....	33.25
Hydraulic transmission-overdrive.....	65.25
Leather trim, full, instead of cloth: All models except 3-passenger coupe.....	47.90
Bedford trim and leather, convertible coupe.....	36.55
Refrigeration unit for all sedans, Saratoga and New Yorker.....	432.30
Right hand drive for all sedans and coupes, Saratoga and New Yorker.....	9.30
Shock absorbers, 1 1/2" oversize.....	9.10
Shock absorber stone shields.....	1.35
Special body colors.....	36.60
Tires: 4-7.00 x 15-6 ply.....	18.35
Tubes: 4-7.00 x 15-lifeguard.....	57.55
Two-tone paint.....	13.30
Locking gas cap.....	1.95
Terne plated muffler and heavier gauge tail pipe.....	.95

7. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) *When transportation charge to reseller is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3990 pounds from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14058; Filed, Aug. 12, 1946; 4:49 p. m.]

[MPR 594, Amdt. 6 to Order 10]

CHRYSLER CORP.

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8, 9 and 9b of Maximum Price Regulation 594, It is ordered:

Order 10 under Maximum Price Regulation 594 is amended in the following respects:

1. The schedule in paragraph (a) (1) is amended by adding the following model and applicable net wholesale price:

Model and description	Net wholesale price
Town & Country, 6-passenger sedan on Windsor chassis.....	\$1,704.78

2. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable factory retail price in subparagraph (1) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

3. Paragraph (c) (2) is amended to read as follows:

(2) *Charge for extra or optional equipment.* A charge for each item of extra or optional equipment listed in subparagraph (2) of paragraph (e) when installed at the factory not to exceed the amount of the applicable factory retail price in subparagraph (2) of paragraph (e) less the allowances in effect on January 1, 1941 to the applicable class of purchaser.

4. Paragraph (d) (4) (ii) is amended to read as follows:

(ii) *When transportation charge to distributor or direct dealer at wholesale is not prepaid.* A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3,590 pounds from the factory, Detroit, Michigan, by the most direct route, to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

5. Paragraph (e) (1) is amended to read as follows:

(1) *Charge for automobile.* A charge for the new automobile not to exceed the applicable factory retail price in the following schedule.

Model and description:	Factory Retail price
C-38 Royal:	
3-passenger coupe.....	\$1,314
2-door sedan.....	1,420
Club coupe.....	1,449
4-door sedan.....	1,452
7-passenger sedan.....	1,872
Limousine.....	1,991
C-38 Windsor:	
3-passenger coupe.....	1,385
2-door sedan.....	1,496
Club coupe.....	1,513
4-door sedan.....	1,554
Convertible coupe.....	1,786
7-passenger sedan.....	1,963
Limousine.....	2,082
Town and Country: 6-passenger sedan on Windsor chassis.....	2,258

6. Paragraph (e) (2) is amended to read as follows:

(2) *Charges for extra or optional equipment.* A charge for each item of extra or optional equipment listed in the following schedule when installed at the



factory not to exceed the applicable factory retail price in the schedule:

Description	Factory Retail Price
"A" cooling.....	\$5.50
Bumper buffer bars.....	6.65
Electric clock.....	14.15
Export tool kit.....	7.30
Extreme duty springs.....	3.65
Fluid drive.....	33.25
Heaters:	
All weather air controlled system complete with defroster and air intake.....	63.80
Comfort master heater.....	42.60
Underseat twin unit with fresh air intake and defroster.....	50.85
Highlander plaid and leather upholstery for sedans and coupes, C-38 Windsor.....	33.25
Hydraulic transmission.....	51.95
Leather trim over cloth:	
For 2-door, 4-door, town sedan, and club coupe in Royal series.....	47.90
For 3-passenger coupe, Royal series.....	23.95
For 2-door, 4-door, town sedan, limousine and club coupe in Windsor series.....	15.95
For 3-passenger coupe, Windsor series.....	8.00
Locking gas cap.....	1.95
Muffler, tern plated and heavier gauge tail pipe.....	.95
Optional trim in highlander plaid and leather for convertible coupe.....	33.25
Optional trim in bedford cord and leather trim, convertible only.....	36.55
Radio antennae:	
Skyway type 50".....	5.05
Skyway type—long.....	6.10
Header type.....	8.25
Refrigeration unit for all sedans Royal and Windsor.....	432.30
Right hand drive.....	9.95
Shock absorber stone shields.....	1.35
Shock absorbers, 1½", oversize and stone shields.....	9.10
Special body colors.....	36.55
Tires:	
4-6.50 x 15-6-ply.....	17.30
4-7.00 x 15-6-ply.....	20.30
Tubes: 4-6.50 x 15—lifeguard.....	50.30
Two-tone paint for 2-door sedan and 4-door sedan.....	13.30

7. Paragraph (e) (3) (ii) is amended to read as follows:

(ii) When transportation charge to reseller is not prepaid. A charge to cover transportation expense which shall not exceed the rail freight charge at carload rate, or the truckaway charge at truckload rate, whichever is higher, for the transportation of a new automobile weighing 3590 pounds from the factory, Detroit, Michigan, by the most direct route to the place at which delivery is made to the purchaser, including transportation tax at the current legal rate.

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14055; Filed, Aug. 12, 1946; 4:48 p. m.]

[MPR 591, Order 779]

NORRIS STAMPING AND MFG. CO.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and

filed with the Division of the Federal Register and pursuant to section 13 of Maximum Price Regulation No. 591; It is ordered:

(a) The maximum net price f. o. b. point of shipment, for sales by Norris Stamping and Manufacturing Company to Sears, Roebuck & Company of the following formed steel bath tub manufactured by Norris Stamping and Manufacturing Company of Los Angeles, California, and described in its application dated July 15, 1946, shall be:

Model SR 100—5 foot recess bath tub. \$43.55

(b) The maximum net price f. o. b. Sears, Roebuck & Company mail order control stores, for sales by Sears, Roebuck & Company on mail order sales shall be: \$57.30.

(c) The maximum net price f. o. b. Sears, Roebuck & Company retail stores, for sales by Sears, Roebuck & Company on retail sales shall be: \$63.60.

(d) The maximum prices established by this order are subject to such further cash discounts, transportation allowances and price differentials at least as favorable as those which each seller extended or rendered or would have extended or rendered during March 1942, on sales of commodities in the same general category.

(e) The maximum prices on an installed basis of the commodities covered by this order shall be determined in accordance with Revised Maximum Price Regulation No. 251.

(f) Each seller covered by this order, except on sales to consumers, shall notify each of his purchasers, in writing, at or before the issuance of the first invoice after the effective date of this order, of the maximum prices established by this order for each such seller as well as the maximum prices established for purchasers except dealers upon resale.

(g) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective August 13, 1946.

Issued this 12th day of August, 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14036; Filed, Aug. 12, 1946; 11:59 a. m.]

[MPR 591, Order 781]

CHARLES A. MILLER CO.

#### ADJUSTMENT OF MAXIMUM PRICES

Order No. 781 under section 16 of Maximum Price Regulation No. 591. Docket No. 6123-591.16-139. Specified mechanical building equipment. Adjustment of maximum prices for sales of toilet seats manufactured by the Charles A. Miller Company of Sturges, Michigan.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 16 of Maximum Price Regulation 591, it is ordered:

(a) Adjustment of maximum prices for the Charles A. Miller Company of Sturges, Michigan. The Charles A. Mil-

ler Company shall increase its properly established maximum prices for its line of toilet seats to each class of purchaser by 15 percent.

(b) Maximum prices for resellers. The maximum prices for sales by a reseller of any of the commodities for which adjustment is granted the Charles A. Miller Company under this order shall be his maximum price to each class of purchaser in effect on June 30, 1946, plus the percentage increase in cost resulting from the adjustment granted the manufacture under this order.

(c) Notification to all purchasers. The Charles A. Miller Company of Sturges, Michigan shall send the following notice to every purchaser of the commodities covered by this order at or before the time of the first billing after the adjustment granted by this order, is put into effect:

Order No. 781 under section 16 of Maximum Price Regulation No. 591 provides for increases in net prices for sales of toilet seats, manufactured by the Charles A. Miller Company of Sturges, Michigan. Amounting to 15 percent over maximum prices in effect on August 12, 1946.

Resellers may add the percentage increases in their cost resulting from the adjustment granted the manufacturer to their existing maximum prices.

(d) All requests not granted in this order are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This Order No. 781 shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14038; Filed, Aug. 12, 1946; 11:59 a. m.]

[MPR 594, Amdt. 2 to Rev. Order 19]

#### GENERAL MOTORS CORP.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Revised Order 19 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (1) is amended to read as follows:

(1) New automobiles.

Description	List price
Series 6 LA Torpedo 6:	
Chassis.....	\$796
Business coupe.....	1,099
Sport coupe.....	1,143
Sedan coupe.....	1,187
Convertible sedan coupe.....	1,407
2-door sedan.....	1,157
4-door sedan, 6 window.....	1,213
Series 8 LA Torpedo 8:	
Chassis.....	822
Business coupe.....	1,126
Sport coupe.....	1,170
Sedan coupe.....	1,215
Convertible sedan coupe.....	1,433
2-door sedan.....	1,183
4-door sedan, 6 window.....	1,240



Description	List price
Series 6 LB Streamliner 6:	
Chassis	\$875
Sedan coupe	1,217
4-door sedan	1,285
Station wagon—Standard	1,695
Station wagon—Deluxe	1,760
Series 8 LB Streamliner 8:	
Chassis	884
Sedan coupe	1,245
4-door sedan	1,312
Station wagon—Standard	1,722
Station wagon—Deluxe	1,796

2. Paragraph (a) (2) (i) and (a) (2) (ii) are amended to read as follows:

(i) Basic retroactive discounts to distributors and dealers:

Quantity:	Discount (percent)
1-11	24.0
12-50	24.5
51-100	25.0
101-150	25.5
151-200	26.0
201-250	26.5
251-up	27.0

(In applying the basic discounts above the company may invoice the distributors and dealers at 1% less than the applicable basic discount and may hold this 1% difference until the close of the model selling year at which time the 1% discount is to be paid or credited to the respective distributors and dealers.)

(ii) Basic retroactive discounts to associate dealers.

Quantity	Carloads	Less than carloads
	Percent	Percent
1-11	22.0	20.0
12-50	22.5	20.5
51-100	23.0	21.0
101-150	23.5	21.5

3. Paragraph (a) (3) (i) is amended to read as follows:

(i) Extra or optional equipment. A charge for each group of extra or optional equipment listed below affixed to the new automobile which shall not exceed the applicable wholesale price shown below:

Group	Description	Wholesale prices to—		
		Distributor	Dealer and associate dealer	List price
A	Electric clock, visor, vanity mirror, glove box light, luggage compartment light, non-glare mirror, license plate frames, under-hood and trouble light, back-up light, outside rear view mirror.	\$17.77	\$20.65	\$34.40
AX	Electric clock.	6.80	7.88	13.10
B	Front bumper guard and rail, rear bumper guard and rail, wheel trim rings, exhaust deflector.	14.65	16.50	27.05
BX	Front bumper guard and rail, rear bumper guard and rail.	9.33	10.57	17.35
BDX	Front bumper guard and rail, rear bumper guard and rail, white sidewall discs, exhaust deflector.	16.04	17.99	29.20
C	Windshield wiper vacuum booster pump.	4.05	4.05	5.70
CX	Windshield washer and rear window wiper.	10.68	12.58	20.75
D	Wheel trim rings.	4.87	5.79	10.30
DX	White sidewall discs.	6.21	7.28	11.95

Group	Description	Wholesale prices to—		
		Distributor	Dealer and associate dealer	List price
E	Oil bath air cleaner with ventilator inlet and outlet filters.	\$2.80	\$2.80	\$3.75
F	Soft-flex steering wheel and horn-blowing ring.	7.02	8.33	14.95
G	Fog-lights, pair.	8.04	9.20	14.55
GX	Safety lights, pair.	8.43	9.87	16.85
H	Weatherchief heater (dash type).	8.87	10.27	17.35
J	Defroster (dash type).	5.45	6.10	9.35
K	Underseat heater—complete.	31.00	35.28	52.95
P	Mast antenna.	3.03	3.18	5.60
Q	Rear fender panel.	9.83	10.29	13.75
T	Automatic No-roll.	7.38	8.03	13.40
V	6.00 x 16—6-ply tires.	11.65	11.65	11.65
	6.50 x 16—6-ply tires.	14.15	14.15	14.15
Y	Rubber cushion pads, sedans and sedan coupes, front and rear seats.	13.65	13.65	17.95
	Front seats only.	8.23	8.23	12.35
	Dual tail lamps—Station wagon.	5.00	5.00	6.70
	Special paint groups			
	2-tone paint (standard) option at additional cost for standard 2-tone paint combination over standard single color.	5.00	5.00	5.00
	2-tone paint (special) option at additional cost for special 2-tone paint combination which was not provided in the standard 2-tone paint group.	20.00	20.00	20.00
	Special paint: option at additional cost for any paint color not listed as standard.	20.00	20.00	20.00

4. Paragraph (b) (1) is amended to read as follows:

(1) User discounts on the automobile.

	Percent
(i) To the United States.	24
(ii) To body building firms.	24
(iii) To users other than fleet users.	24
(iv) To fleet users a contingent quantity discount computed in accordance with the same method in effect on January 1, 1941 to fleet users who qualify under Company fleet user agreements.	

5. Paragraph (b) (2) (1) is amended to read as follows:

(i) Extra or optional equipment. A charge for each group of extra or optional equipment not to exceed the applicable wholesale price set out under the heading "Wholesale Prices—To Dealer and Associate Dealer" in subparagraph (3) (i) of paragraph (a); except that on sales to fleet users, the charge shall be the applicable list price less a fleet user discount computed in accordance with the same method in effect on January 1, 1941.

6. Paragraphs (c) (1) (i) and (c) (1) (ii) are amended to read as follows:

(i) Basic retroactive discounts to dealers.

Quantity:	Discount (percent)
1-11	24.0
12-50	24.5
51-100	25.0
101-150	25.5
151-200	26.0
201-250	26.5
251-up	27.0

(ii) Basic retroactive discounts to associate dealers.

Quantity	Carloads	Less than carloads
	Percent	Percent
1-11	22.0	20.0
12-50	22.5	20.5
51-100	23.0	21.0
101-150	23.5	21.5

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14060; Filed, Aug. 12, 1946; 4:50 p. m.]

[MPR 594, Amdt. 2 to Rev. Order 21]

GENERAL MOTORS CORP.

AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Revised Order 21 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (a) (1) is amended to read as follows:

(1) New automobiles.

Series	Description	List price
66	Chassis	\$875
	Club sedan	1,216
	Club coupe	1,190
	Convertible coupe	1,447
	Four door sedan	1,251
Standard 76	Chassis	984
	Club sedan	1,270
	Four door sedan	1,337
DeLuxe 76	Club sedan	1,375
	Four door sedan	1,440
Standard 78	Chassis	1,047
	Club sedan	1,323
	Four door sedan	1,390
DeLuxe 78	Club sedan	1,429
	Four door sedan	1,493
98	Chassis	1,138
	Convertible coupe	1,781
	Club sedan	1,517
	Four door sedan	1,565

2. Paragraph (a) (2) is amended to read as follows:

(2) Company discounts. The company shall apply to the list price in subparagraph (1) for each new automobile the following applicable discounts.

	Percent
(i) Basic discounts to distributors:	
For all series except series 98	28
For series 98	29
(ii) Basic discounts to key point dealers:	24
(When the new automobile is resold at wholesale and properly reported to the company, an additional 3% will be allowed)	
(iii) Basic discount to dealers	24



## (iv) Basic discount to associate dealers

Percent

22

(In applying the basic discounts above the company may invoice distributors, key point dealers and dealers at 1 percent less than the applicable basic discount and may hold this 1 percent difference until the close of the model selling year, at which time the 1 percent discount is to be paid or credited to the respective distributors, key point dealers and dealers.)

## (v) Additional contingent quantity discounts to key point dealers and dealers on purchases from company:

Quantity	Contingent on purchases of—	Discount (percent)
1-11	12 or more	None
1-50	51 or more	1/2
1-100	101 or more	1 1/4
1-150	151 or more	2
1-200	201 or more	2 1/2
1-250	251 or more	3

## (vi) Additional contingent quantity discounts to associate dealers on purchases from the company:

Quantity	Contingent on purchases of—	Discount (percent)
1-10	11 or more	None
1-20	21 or more	1/2
1-21	22 or more	1

## 3. Paragraph (a) (3) (i) is amended to read as follows:

(i) *Extra or optional equipment.* A charge for each group of extra or optional equipment listed below installed on the new automobile which shall not exceed the applicable wholesale price shown below:

Group	Description	Wholesale price to—		
		Distributor	Key point dealer, dealer and associate dealer	List price
B	Oversize tires (four) 15 x 7.00 for series 76 and 78 standard, and series 66 station wagon and convertible coupe.	\$10.00	\$10.00	\$10.75
B	Oversize tires (four) 15 x 6.50 for all series 66 except station wagon and convertible coupe.	13.50	13.50	14.50
D	DeLuxe equipment consisting of plastic instrument cluster, electric clock and glove box door, automatic glove box and map light, plastic steering wheel, EZ-I mirror, on series 66, series 78 and 76 standard.	16.80	20.05	26.40
E	Plastic steering wheel (standard equipment on 76D and 78D models and series 98), extra on series 66, 76, and 78 standard.	9.95	11.65	17.15
F	Heavy duty air cleaner.	2.60	3.10	4.40
K	Foam rubber seat cushions (standard equipment on 76D and 78D models and series 98), extra on series 66, 76, and 78 standard models; available for front seats only for club coupe and convertible coupe:			
	Coupe	8.65	10.50	16.95
	Sedan	13.90	16.00	24.30

Group	Description	Wholesale price to—		
		Distributor	Key point dealer, dealer and associate dealer	List price
O	Solenoid starter (standard equipment on series 98) extra on 66, 76, and 78 series.	\$4.78	\$5.75	\$7.50
P	Rear fender panels (standard equipment on series 98) extra on 66, 76, and 78 models, includes painting in body color.	9.63	11.45	17.35
V	Oil filter—all series.	3.16	3.75	6.20
W-1	Chrome wheel trim rings, 15" or 16", set of 5: (Standard equipment on 76D, 78D, and series 98), extra on 66, 76, and 78 standard models.	5.10	5.95	9.95
W-3	White plastic wheel trim rings, consisting of 4 white plastic wheel appearance rings for Series 66, 76 and 78 standard (16 x 5.00) wheel, series 76-78 Deluxe and 98 series (15 x 5.50 wheel).	5.96	6.95	11.60
X	Accessory group consisting of 30-hour clock, glove box and map light exhaust extension, rear compartment light, vanity visor mirror, extra on series 66, 76 and 78 standard.	5.36	6.30	10.85
Y	Accessory group including electric clock (glass face), automatic glove box and map light, exhaust extension, license plate frame, vanity visor mirror, rear compartment light, under hood light, under hood light, rear view outside mirror.	13.36	15.70	27.05
Z	Accessory group including exhaust extension, license plate frame, vanity visor mirror, rear compartment light, under hood light, rear view outside mirror.	5.96	6.85	11.80
H	HydraMatic Drive on all series. For sales at wholesale the list price on this option is subject to the same Company discount applicable to the automobile, set forth in paragraph (a) (2), and is also subject to an E. O. H. charge of \$7.24.			135.00
A	Two-tone paint—all models.	9.35	9.35	12.45

## 4. Paragraph (b) (1) is amended to read as follows:

(1) *User discount on the automobile.*

Percent

(i) To United States	24
(ii) To body building firms	24
(iii) To users other than fleet users	24
(iv) To fleet users: A quantity discount computed in accordance with the same method in effect on January 1, 1941 to fleet users who qualify under company-fleet user agreements.	

## 5. Paragraphs (b) (2) (i) and (b) (2) (ii) are amended to read as follows:

(i) *Extra or optional equipment, except Hydramatic drive options.* A charge for extra or optional equipment not to exceed the applicable maximum price set out under the heading "Wholesale Prices—to Key Point Dealer, and Associate Dealer" except that, on sales to fleet users, the discount shall be computed in accordance with the same

method in effect January 1, 1941, applied to the applicable list price of extra or optional equipment set forth in subparagraph (3) (i) of paragraph (a).

(ii) *Hydramatic drive option.* A charge for the Hydramatic drive option not to exceed the list price set forth in paragraph (a) (3) (i) less 24% discount, except that, on sales to fleet users, the discount shall be computed in accordance with the same method in effect January 1, 1941.

## 6. Paragraph (c) (1) is amended to read as follows:

(1) *Charge for new automobile.* A charge for the new automobile not to exceed the applicable list price set forth in subparagraph (1) of paragraph (a) less the applicable discounts in the following schedule:

## WHOLESALE DISCOUNT SCHEDULE

Basic wholesale discounts:	Percent
Distributor's and key-point dealer's basic discount to dealers	24
Distributor's and dealer's basic discount to associate dealers	22

	Quantity	Contingent on purchase of	Discount percent
Additional quantity discounts to dealers.	1-11	12 or more	None
	1-50	51 or more	1/2
	1-100	101 or more	1 1/4
	1-150	151 or more	2
	1-200	201 or more	2 1/2
	1-250 up	251 or more	3
To associate dealers.	1-10	11 or more	None
	1-20	21 or more	1/2
	1-21 up	22 or more	1

(In applying the basic discounts above, the distributors and key-point dealers may invoice dealers at 1% less than the applicable basic discount and may hold this 1% difference until the close of the model selling year at which time the 1% discount is to be paid or credited to the respective dealers.)

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14062; Filed, Aug. 12, 1946; 4:50 p. m.]

[SO 133, Amtd. 1 to Order 34]

CROWN POTTERIES CO.

## ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith, and filed with the Division of the Federal Register, and pursuant to Supplementary Order No. 133; It is ordered: That Order No. 34 under Supplementary Order No. 133 be amended in the following respects:

## 1. Section (a) (1) is amended to read as follows:

(1) Articles for which the maximum prices immediately prior to February 22, 1945 for sales to jobbers were at \$6.25, \$7.00, \$7.25, \$7.50, \$8.00, \$8.50, \$9.00, \$9.50 and \$10.00 per pound on the pound sterling price basis and for sales to retailers were at \$6.75, \$7.50, \$8.00, \$8.50, \$9.00, \$9.50, \$10.00 and \$10.50 per pound on the pound sterling price basis may be sold



to jobbers and retailers at the price on the pound sterling price scale which price rate to the nearest quarter of a dollar pound sterling, equals 123.5 percent of the pound sterling price scale under which the article was sold immediately prior to February 22, 1945.

2. Section (a) (2) is amended to read as follows:

(2) Articles for which the maximum prices immediately prior to February 22, 1945 for sales to jobbers were at \$10.50, \$11.00, \$11.50 and \$12.00 per pound on the pound sterling basis and for sales to retailers were at \$11.00, \$11.50, \$12.00 and \$12.50 per pound on the pound sterling basis may be sold to jobbers and retailers at the price on the pound sterling scale, which price to the nearest quarter of a dollar pound sterling, equals 118.9 percent of the pound sterling price scale under which the article was sold immediately prior to August 30, 1945.

(3) Articles not included in the categories set forth in subparagraph (1) and (2) above may be sold to jobbers and retailers at the price on the pound sterling scale, which price to the nearest quarter of a dollar pound sterling, equals 114.4 percent of the pound sterling price scale under which the article was sold immediately prior to the issuance of this order.

(4) Maximum prices for packing charges established by Maximum Price Regulation No. 116 as amended may be increased by 5.4 percent.

2. Section (b) is revoked.

3. A new section (b) is added to read as follows:

The provisions of Order No. 14 as amended under Maximum Price Regulation No. 116 shall apply to all sales of the articles covered by this order.

4. Section (d) is revoked.

5. Section (e) is revoked.

This amendment shall become effective on the 13th day of August 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14031; Filed, Aug. 12, 1946;  
11:57 a. m.]

[MPR 592, Order 104]

STEEL CEILINGS, INC.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to section 10 of Maximum Price Regulation No. 592; *It is ordered:*

(a) Maximum prices for sales by any person of the following metal pan acoustical units and accessories manufactured by Steel Ceilings, Inc., and as described in (b) below and in its application dated May 1, 1946, which is on file with the Building Materials and Construction Price Branch, Office of Price Administration, Washington 25, D. C. shall be:

	For sales to—	
	Distributors	Acoustical contractors
Metal pan (20-gauge):		
Acoustical unit, perforated (including grid)	Sq. ft. \$0.2701	Sq. ft. \$0.3001
Acoustical unit, nonperforated (not including grid)	.2488	.3317
3-way T-runner connecting clip	Each \$0.0605	Each \$0.0673
Spreader channel for edge moulding	.050	.066
T-runner splice	.0426	.0568
Edge moulding 120" long	.95	1.266

Above prices are f. o. b. shipping point, Coshocton, Ohio.

(b) As used in this order, metal pan acoustical units are described as being manufactured from 20-gauge cold rolled steel, finished in baked enamel, one coat on entire pan with two coats on exposed surfaces using No. 8141 white. The units are 12" x 24" x 1 1/4" with 3/32" radius corner on all face edges, and a 3/32" radius bead dividing the pan into two parts to simulate two 12" x 12" tile. When perforated, the product contains 729 perforations .093 inch in diameter on the face of the pan only. Perforations do not extend through the radius edge or radius bead of the pan.

(c) Each seller of the commodity covered by this order except a contractor shall notify each of his purchasers in writing at or before the issuance of the first invoice after the effective date of this order of the maximum price established by this order for each such seller as well as the maximum price established for purchasers upon resale.

(d) All provisions of Maximum Price Regulation 592 not inconsistent with this order shall apply to sales covered by this order.

(e) This order may be amended or revoked by the Price Administrator at any time.

This order No. 104 shall become effective August 13, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14039; Filed, Aug. 12, 1946;  
11:59 a. m.]

[MPR 594, Amdt. 7 to Rev. Order 4]

FORD MOTOR CO.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of Maximum Price Regulation 594, *It is ordered:*

Revised Order 4 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraph (c) is amended to read as follows:

(c) Ford Motor Company is authorized to sell to users each of the models

described in paragraph (d) below at a price not to exceed the maximum price that a reseller in the area in which the Ford Motor Company makes delivery is permitted to charge under paragraph (d) less the applicable discounts in effect on January 1, 1941.

2. Paragraph (d) (1) is amended to read as follows:

#### (1) Description:

	List price
DeLuxe Eight:	
3-passenger coupe	\$957
Tudor sedan	1,012
Fordor sedan	1,068
Chassis with open or closed front end	779
Super DeLuxe Eight:	
3-passenger coupe	1,022
Tudor sedan	1,078
Fordor sedan	1,134
Sedan coupe	1,120
Convertible coupe	1,281
Station wagon	1,333
Chassis with open or closed front end	855
Sportsman's convertible coupe	1,733

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14049; Filed, Aug. 12, 1946;  
4:46 p. m.]

[MPR 594, Amdt. 6 to Rev. Order 5]

FORD MOTOR CO.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of Maximum Price Regulation 594, *It is ordered:*

Revised Order 5 is amended in the following respects:

1. Paragraph (c) is amended to read as follows:

(c) Ford Motor Company is authorized to sell to users each of the models described in paragraph (d) below at a price not to exceed the maximum price that a reseller in the area in which the Ford Motor Company makes delivery is permitted to charge under paragraph (d) less the applicable discounts in effect on January 1, 1941.

2. Paragraph (d) (1) is amended to read as follows:

#### (1) Description:

	List price
Sedan (2-door)	\$1,278
Town sedan (4-door)	1,333
Sedan coupe	1,320
Club convertible	1,512
Station wagon	1,527
Chassis with open or closed front end	962
Sportsman's convertible coupe	1,968

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14050; Filed, Aug. 12, 1946;  
4:47 p. m.]



[MPR 594, Amdt. 7 to Order 6]

## FORD MOTOR CO.

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to sections 8 and 9b of Maximum Price Regulation 594, It is ordered:

Order No. 6 under Maximum Price Regulation 594 is amended in the following respects:

1. The net wholesale price in paragraph (a) (2) (i) for Automatic Overdrive (Warner) is amended to read "\$67.50" instead of "\$52.50."

2. Paragraph (b) is amended to read as follows:

(b) Ford Motor Company is authorized to sell to users each of the models described in paragraph (c) below at a price not to exceed the maximum price that a reseller in the area in which the Ford Motor Company makes delivery is permitted to charge under paragraph (c) less the applicable discounts in effect on January 1, 1941.

3. Paragraph (c) (1) is amended to read as follows:

## (1) New automobiles.

Description	List price
Sedan, 4-door, Model 73.....	\$2,059
Club coupe, Model 77.....	2,042
Sedan, 4-door, Model 73 with custom interior.....	2,191
Club coupe, Model 77 with custom interior.....	2,174
Convertible coupe, Model 76.....	2,545
Continental coupe, Model 57.....	3,872
Continental cabriolet, Model 56.....	3,946

4. The list price in paragraph (c) (2) (i) for Automatic Overdrive (Warner) is amended to read "\$90.00" instead of "\$70.00."

This amendment shall become effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14051; Filed, Aug. 12, 1946;  
4:47 p. m.]

[SO 94, Order 131]

## RESALES OF CERTAIN NEW LEATHER FOOTWEAR

## SPECIAL MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94, it is ordered:

(a) *What this order does.* This order establishes maximum prices for resales of all new and new rebuilt leather and other footwear, including footwear made wholly or partially of canvas, felt or other similar materials, but not including rubber or canvas rubber footwear of vulcanized construction, which has been or may be purchased from any United States Government disposal agency.

(b) *Maximum prices.* The maximum prices (f. o. b. shipping point) for resales of all new and new rebuilt leather and other footwear, including footwear

made wholly or partially of canvas, felt or other similar materials, but not including rubber or canvas rubber footwear of vulcanized construction, when sold by any United States Government disposal agency, shall be as follows:

(1) For resales by a wholesaler to a retailer: The price paid the Government disposal agency, plus a markup of 25% on such price.

In the case of resales by one wholesaler to another wholesaler, the markup of 25% may be divided in such proportion as is agreed upon between the parties to the transaction.

(2) For resales by a retailer who purchases direct from a Government disposal agency: The price paid the Government disposal agency, plus a markup of 66 $\frac{2}{3}$ % on such price.

(3) For resales by a retailer who purchases from a wholesaler: The price paid the wholesaler, plus a markup of 66 $\frac{2}{3}$ % on such price or a markup of 100% on Government's selling price to the wholesaler, whichever total is the higher; *Provided*, The base price upon which the markup is applied shall not exceed the Government's selling price to retailers.

(c) *Invoice of sale.* Every wholesaler of any of the articles covered by this order shall furnish his purchaser with an invoice of sale setting forth the selling price of the Government disposal agency.

(d) *Definitions.* (1) "Wholesaler" means any person who sells to purchasers for resale.

(2) "Retailer" means any person who sells to ultimate consumers.

(e) *Relation to other regulations and orders.* This order with respect to the commodities it covers supersedes any other regulation or order previously issued by the Office of Price Administration.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

This order shall become effective August 19, 1946.

Issued this 13th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14108; Filed, Aug. 13, 1946;  
11:50 a. m.]

[MPR 594, Amdt. 2 to Order 24]

## CHRYSLER CORP.

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register and pursuant to section 9a and 9b of Maximum Price Regulation 594, It is ordered:

Order 24 under Maximum Price Regulation 594 is amended in the following respects:

1. Paragraphs (b) (1) and (b) (2) are amended to delete therefrom the phrase "89 percent of".

2. Paragraph (b) (3) is amended to read as follows:

(3) *Charge for conversion.* A charge for conversion not to exceed \$22.95 in case of a conversion to a Dodge new passenger

automobile and \$49.60 in case of a conversion to a DeSoto new passenger automobile.

3. Paragraph (d) (3) is amended to read as follows:

(3) *Charge for conversion.* A charge for conversion not to exceed \$22.95 in case of a conversion to a Dodge new passenger automobile and \$49.60 in case of a conversion to a DeSoto new passenger automobile.

This amendment shall be effective August 12, 1946.

Issued this 12th day of August 1946.

PAUL A. PORTER,  
Administrator.

[F. R. Doc. 46-14065; Filed, Aug. 12, 1946;  
4:51 p. m.]

## Regional and District Office Orders.

## LIST OF COMMUNITY CEILING PRICE ORDERS

The following orders under Revised General Order 51 were filed with the Division of the Federal Register August 8, 1946.

## Region II

Baltimore Order 59, covering dry groceries in the Baltimore, Maryland area. Filed 1:32 p. m.

## Region III

Detroit Order 11-F, Amendment 6, covering fresh fruits and vegetables in certain counties in Michigan. Filed 1:33 p. m.

Louisville Order 17-F, Amendment 43, covering fresh fruits and vegetables in certain designated counties in Kentucky. Filed 2:50 p. m.

Louisville Order 18-F, Amendment 37, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:58 p. m.

Louisville Order 19-F, Amendment 37, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:58 p. m.

Louisville Order 28-F, Amendment 17, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:58 p. m.

Louisville Order 31-F, Amendment 7, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:51 p. m.

Louisville Order 32-F, Amendment 7, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:50 p. m.

Louisville Order 33-F, Amendment 7, covering fresh fruits and vegetables in certain counties in Kentucky. Filed 2:50 p. m.

Louisville Order 26, Amendment 12A, covering dry groceries in the States of Indiana, Kentucky, Michigan, Ohio, and West Virginia. Filed 2:59 p. m.

Louisville Order 28, Amendment 13, covering dry groceries in certain counties in Kentucky. Filed 3:01 p. m.

Louisville Order 30, Amendment 14, covering dry groceries in certain counties in Kentucky. Filed 3:00 p. m.

Louisville Order 32, Amendment 12, covering dry groceries in certain areas in Kentucky. Filed 3:00 p. m.



Louisville Order 36, Amendment 7, covering dry groceries in certain counties in Kentucky. Filed 2:59 p. m.

Louisville Order 37, Amendment 2, covering dry groceries in certain counties in Kentucky. Filed 2:59 p. m.

Louisville Order 38, Amendment 2, covering dry groceries in certain counties in Kentucky. Filed 2:59 p. m.

Louisville Order 6-W, Amendment 14, covering dry groceries in certain counties in Kentucky. Filed 2:58 and 2:59 p. m.

Louisville Order 9-W, Amendment 2, covering dry groceries in certain counties in Kentucky. Filed 2:58 p. m.

#### Region IV

Atlanta Order 11-F, Amendment 11, covering fresh fruits and vegetables in certain counties in Georgia. Filed 2:45 p. m.

Atlanta Order 12-F, Amendment 30, covering fresh fruits and vegetables in the Atlanta-Decatur Metropolitan Trade area. Filed 2:45 p. m.

Atlanta Order 13-F, Amendment 30, covering fresh fruits and vegetables in certain counties outside of the Atlanta-Decatur Trade area. Filed 2:45 p. m.

Atlanta Order 14-F, Amendment 30, covering fresh fruits and vegetables in certain counties in Georgia. Filed 2:45 p. m.

Atlanta Orders 38 and 39, Amendments 11 and 8, covering dry groceries sold by Groups 1 and 2 and 3 and 4 stores in the Atlanta area. Filed 2:48 and 2:47 p. m.

Atlanta Orders 40 and 41, Amendments 10 and 9, covering dry groceries sold by Groups 1 and 2 and 3 and 4 stores in the Savannah area. Filed 2:45 and 2:47 p. m.

Atlanta Orders 7-W and 8-W, Amendments 11 and 10, covering dry groceries in the Atlanta area and Savannah area. Filed 2:48 and 2:45 p. m.

Richmond Orders 7-F and 8-F, Amendments 12 and 37, covering fresh fruits and vegetables. Filed 1:33 p. m.

Richmond Orders 13-F and 14-F, Amendments 39 and 12, covering fresh fruits and vegetables. Filed 1:33 p. m.

Richmond Orders 23 and 24, Amendment 8, covering dry groceries. Filed 1:33 and 1:34 p. m.

Richmond Orders 25 and 26, Amendments 7 and 6, covering dry groceries. Filed 1:34 p. m.

Richmond Orders 3-C and 5-C, Amendment 14, covering poultry. Filed 1:34 p. m.

Richmond Order 6-C, Amendment 3, covering dry groceries. Filed 1:34 p. m.

Richmond Orders 4-O and 5-O, Amendments 14 and 15, covering eggs. Filed 1:34 and 1:35 p. m.

Richmond Orders 6-O and 7-O, Amendment 1, covering eggs. Filed 1:35 p. m.

#### Region V

Fort Worth Order 25-F, Amendment 9, covering fresh fruits and vegetables in Brown, Eastland, Haskell and Jones counties, Texas. Filed 2:07 p. m.

Kansas City Order 24, Amendment 5, covering dry groceries sold by Groups 1 and 2 stores. Filed 3:05 p. m.

New Orleans Order 31, Amendment 6A, covering dry groceries sold by Groups 1 and 2 stores. Filed 2:49 p. m.

New Orleans Orders 32 and 33, Amendments 7 and 10, covering dry groceries sold by Groups 1 and 2 and 3 and 4 stores. Filed 2:49 p. m.

New Orleans Order 33, Amendment 11, covering dry groceries sold by Groups 3A and 4A stores. Filed 2:49 p. m.

New Orleans Order 1-M, Amendment 1, covering bottled beer and ale in certain parishes in Louisiana. Filed 2:48 p. m.

#### Region VI

Chicago Order 2-F, Amendment 124, covering fresh fruits and vegetables in Cook, DuPage, Kane, Lake, McHenry counties, Illinois and Lake county, Indiana. Filed 3:02 p. m.

Des Moines Order 25, Amendment 6, covering dry groceries sold by Groups 3 and 4 stores. Filed 3:01 p. m.

Omaha Order 47, covering dry groceries sold by Groups 1 and 2 stores. Filed 3:01 p. m.

Twin Cities Order 3-F, Amendment 40, covering fresh fruits and vegetables in the cities of Duluth and Proctor, Minnesota and the City of Superior and Town of Superior, Wisconsin. Filed 2:50 p. m.

Twin Cities Order 6-F, Amendment 8, covering fresh fruits and vegetables in certain areas in Minnesota. Filed 2:50 p. m.

Twin Cities Order 7-F, Amendment 24, covering fresh fruits and vegetables in certain counties in Minnesota. Filed 2:49 p. m.

Twin Cities Order 8-F, Amendment 23, covering fresh fruits and vegetables in certain counties in Minnesota. Filed 2:49 p. m.

Twin Cities Order 14, Amendment 4, covering dry groceries in the counties of Anoka, Dakota, Hennepin, Ramsey and Washington, Minnesota. Filed 2:50 p. m.

Copies of any of these orders may be obtained from the OPA Office in the designated city.

ERVIN H. POLLACK,  
Secretary.

[F. R. Doc. 46-14040; Filed, Aug. 12, 1946;  
12:00 m.]

[Region II Order G-6 Under MPR 592]

BETHAYRES CONCRETE PRODUCTS CO.

#### ADJUSTMENT OF MAXIMUM PRICES

For the reasons set forth in the accompanying opinion, and under the authority vested in the Regional Administrator of the Office of Price Administration by the Emergency Price Control Act of 1942 as amended, and by section 16 of Maximum Price Regulation No. 592, *It is hereby ordered, That:*

(a) Maximum prices of Bethayres Concrete Products Company, Bethayres, Pennsylvania, for solid cinder blocks of the sizes listed below, are adjusted as stated below:

Sizes of blocks:	Adjusted maximum delivered prices (each)
4" x 8" x 16"-----	\$0.0925
8" x 8" x 16"-----	.185
12" x 8" x 16"-----	.2775

These prices are subject to a 10% discount on sales to dealers, and a 5% discount for cash payment within 15 days, and all other discounts, allowances, in-

cluding transportation allowances, and the rendition of services which are, at least as favorable as those which the Bethayres Concrete Products Company extended or rendered, or would have extended or rendered, on sales of cinder blocks in like quantities to purchasers of the same class during March 1942.

(b) Any reseller purchasing the cinder blocks mentioned above, for resale in the same form, may increase his presently established maximum prices under the General Maximum Price Regulation by an amount not exceeding his actual percentage increase in cost resulting from the increase permitted the Bethayres Concrete Products Company in (a) above. At or before the first sale after the date hereof to any reseller, Bethayres Concrete Products Company, shall notify such reseller, in writing, of the provisions of this paragraph.

(c) This order may be revoked, amended, or corrected at any time by the Regional Administrator or the Price Administrator.

(d) A copy of this order has been filed with the Division of the Federal Register where it is open to inspection by the public.

(e) All prayers of the application of Bethayres Concrete Products Company not granted herein are denied.

(f) Bethayres Concrete Products Company may, within 60 days after the date of this order, file with this office a request for review by the Administrator of the partial denial of this application.

(g) On or before October 30, 1946, Bethayres Concrete Products Company, shall file with this office a profit and loss statement showing the results of its total operations broken down to product costs for the period beginning January 1, 1946, and ending September 30, 1946.

This order shall become effective immediately.

Issued this 7th day of August 1946.

JAMES L. MEADER,  
Regional Administrator.

[F. R. Doc. 46-14041; Filed, Aug. 12, 1946;  
12:00 m.]

[Region II Order G-7 Under MPR 592]

SAND, GRIT AND GRAVEL IN NEW YORK AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator, Region II of the Office of Price Administration, by the Emergency Price Control Act of 1942 as amended, and pursuant to section 19 of Maximum Price Regulation; *It is ordered:*

(a) Producers of sand, grit, and gravel in Nassau and Suffolk Counties, New York, on their sales to manufacturers of concrete products, located in the metropolitan New York Area, as that area is defined in Order G-1 under section 17 of Maximum Price Regulation 592, are authorized to deliver or agree to deliver, and such purchasers are authorized to buy and receive, sand, grit and gravel, at prices which may be adjusted upward after delivery in accordance with the action taken by the Office of Price Ad-



ministration upon a petition for an amendment of the maximum prices for sand, grit and gravel, currently in effect under Order G-1 under section 17 of Maximum Price Regulation 592.

(b) Pending final disposition by the Office of Price Administration of said petition, producers who make deliveries of sand, grit, and gravel, in accordance with (a) above, may collect, and purchasers may pay, no more than the maximum prices currently in effect for sand, grit and gravel. The difference, if any, between said maximum prices, and any new maximum prices that may be fixed by this office, may be collected upon establishment of such new maximum prices.

(c) This order shall be automatically revoked upon the disposition of the pending petition for amendment to Order G-1 by the Office of Price Administration.

(d) This order may be amended by the Regional Price Administrator at any time.

This order shall become effective immediately.

Issued this 7th day of August 1946.

JAMES L. MEADER,  
Regional Administrator.

[F. R. Doc. 46-14042; Filed, Aug. 12, 1946;  
12:00 m.]

## SECURITIES AND EXCHANGE COMMISSION.

[File No. 1-427]

KRESGE DEPARTMENT STORES, INC.

### ORDER SUMMARILY SUSPENDING TRADING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 9th day of August, A. D. 1946.

The Commission, by order adopted on August 2, 1946, pursuant to section 19 (a) (4), having summarily suspended trading in the Common Stock, \$1 Par Value, of Kresge Department Stores, Inc. on the New York Stock Exchange for a period of ten days in order to prevent fraudulent, deceptive, or manipulative acts or practices;

The Commission being of the opinion that the public interest requires the summary suspension of trading in such security on such exchange and that such action is necessary and appropriate for the protection of investors; and

The Commission being of the opinion further that such suspension is necessary in order to prevent fraudulent, deceptive, or manipulative acts or practices, with the result that it will be unlawful under section 15 (c) (2) of the Securities Exchange Act of 1934 and the Commission's Rule X-15C2-2 thereunder for any broker or dealer to make use of the mails or of any means or instrumentality of interstate commerce to effect any transaction in, or to induce or attempt to induce the purchase or sale of, such security otherwise than on a national securities exchange;

It is ordered, Pursuant to section 19 (a) (4) of the Securities Exchange Act

of 1934, that trading in such security be summarily suspended on the New York Stock Exchange in order to prevent fraudulent, deceptive or manipulative acts or practices, this order to be effective for a period of ten (10) days from the opening of the trading session on August 12, 1946.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 46-14092; Filed, Aug. 13, 1946;  
10:31 a. m.]

[File No. 70-435]

UNITED CORP.

### ORDER PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pennsylvania, on the 9th day of August 1946.

The United Corporation ("United"), a registered holding company, has filed an amendment to a declaration pursuant to the Public Utility Holding Company Act of 1935 and the rules and regulations promulgated thereunder. The declaration, as amended, proposes the following:

United proposes to expend an aggregate of \$5,000,000 from time to time, over a period of six months from the date of the Commission's order herein, to purchase shares of its outstanding \$3 Cumulative-Preference Stock. Shares thus acquired will be cancelled and retired. All purchases will be effected on the New York Stock Exchange or the Philadelphia Stock Exchange at current market prices, provided such current market prices do not exceed \$50 per share and are not less than \$47.50 per share. At least seven days prior to the initial purchases under this proposal United proposes to mail to each preference stockholder of record a notice advising such holder of the company's intention to make such purchases in accordance with this Commission's order.

United represents that it will not solicit or cause to be solicited the sale to it of any shares of the preference stock either on or off such exchanges, and that no fees or commissions are to be paid in connection with such purchases except the usual brokerage fees. United further represents that it will furnish to the Commission weekly reports indicating the number of shares of preference stock purchased on each day during the week, the prices at which such shares were purchased, and the name of the broker through whom such shares were purchased, and that it will make public at the end of each three months' period during which purchases are made information showing the total number of shares of preference stock purchased and the aggregate purchase price.

United has presently outstanding 1,214,699 shares of \$3 Cumulative Preference Stock. On July 24, 1946, the Board of Directors of the company declared a dividend of \$7.50 per share on such stock payable August 14, 1946 to the holders of record as of August 5,

1946 (Holding Company Act Release No. 6787). Upon payment of this amount, all dividend arrears will be eliminated. The company has indicated that it proposes to apply to this Commission for permission to pay as of October 1, 1946, the quarterly dividend of 75¢ per share which will then be due on the preference stock.

Said amendment to the declaration having been filed on July 25, 1946 and notice of filing having been given in the manner and form prescribed by Rule U-23 under said act and the Commission not having received a request for hearing with respect to said declaration, as amended, within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission deeming it appropriate in the public interest and in the interests of investors and consumers to permit said declaration, as amended, to become effective and finding with respect to said declaration, as amended, that the requirements of the applicable provisions of the act and the rules and regulations promulgated thereunder are satisfied:

It is hereby ordered, Pursuant to Rule U-23 and the applicable provisions of the act and subject to the terms and conditions prescribed in Rule U-24, that said declaration, as amended, be, and the same hereby is, permitted to become effective forthwith.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 46-14093; Filed, Aug. 13, 1946;  
10:31 a. m.]

[File No. 70-1337]

ARKANSAS POWER & LIGHT CO. AND CAPITAL  
TRANSPORTATION CO.

### ORDER GRANTING APPLICATION AND PERMITTING DECLARATION TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 9th day of August, A. D., 1946.

Arkansas Power & Light Company ("Arkansas"), a subsidiary of Electric Power & Light Corporation, a registered holding company, and Arkansas' wholly owned non-utility subsidiary, Capital Transportation Company ("Capital"), having filed a joint application-declaration pursuant to the Public Utility Holding Company Act of 1935 and the Rules and Regulations promulgated thereunder with respect to the following transactions:

Arkansas proposes to sell and transfer, and Capital proposes to purchase and acquire, Arkansas' transportation system in Pulaski County, Arkansas, which is presently operated by Capital under lease. Capital proposes to issue to Arkansas in exchange for such transportation system 4,750 shares of its no par value common stock. Arkansas proposes to record its investment in such common stock in the amount of \$2,744,182, representing an amount equal to the net



book cost to Arkansas of its transportation properties as of May 31, 1946. Capital proposes to record the transportation properties on its books in the same amount (net) as they are presently recorded on the books of Arkansas, assigning a stated value to the common stock proposed to be issued of \$975,000 and creating a capital surplus for the balance of \$1,769,182. The proposed transactions and the accounting entries in connection therewith have been approved by the Arkansas Public Service Commission; and

Said application-declaration having been filed on July 10, 1946, and notice of said filing having been duly given in the form and manner prescribed by Rule U-23 under said act, and the Commission not having received a request for a hearing with respect to said application-declaration within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission finding that the proposed transactions herein above mentioned satisfy the requirements of the provisions of the act and the rules thereunder, in so far as they are applicable, and that it is appropriate in the public interest and in the interest of investors and consumers that said application-declaration be granted:

It is ordered, Pursuant to Rule U-23 and the applicable provisions of said act and subject to the terms and conditions prescribed in Rule U-24, that the aforesaid application-declaration be, and the same hereby is, granted and permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 46-14094; Filed, Aug. 13, 1946;  
10:31 a. m.]

# OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 6806]

REUBEN GOLDENBERG ET AL

In re: Bonds owned by and debt owing to Reuben Goldenberg, Rolf Goldenberg, Anna Liese Goldenberg and Hanni Schulz. F-28-6073-A-1, F-28-6074-A-1, F-28-6075-A-1, and F-28-6076-A-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Reuben Goldenberg, Rolf Goldenberg, Anna Liese Goldenberg and Hanni Schulz, whose last known address is 54 Spanische Allee, Berlin-Schlachensee, Germany, are residents of Germany and nationals of a designated enemy country (Germany);

2. That the property described as follows:

a. Five (5) Northern Pacific Railway Company prior lien mortgage railway and land grant 4% bonds, due January 1, 1997, each of \$1000 face value, bearing the numbers M5071, M5072, M5073, M42737 and M42738, presently in the cus-

tody of Wise & Ottenberg, 475 Fifth Avenue, New York 17, New York, together with any and all rights thereunder and thereto,

b. Two (2) Baltimore and Ohio Railroad Company refunding and general gold 5% bonds, Series D, due March 1, 2000, each of \$1000 face value, bearing the numbers M24898 and M24899, presently in the custody of Wise & Ottenberg, 475 Fifth Avenue, New York 17, New York, together with any and all rights thereunder and thereto,

c. All those debts or other obligations owing to Reuben Goldenberg, Rolf Goldenberg, Anna Liese Goldenberg and Hanni Schulz, by Wise & Ottenberg, 475 Fifth Avenue, New York 17, New York, including particularly but not limited to a portion of the sum of money on deposit with The Chase National Bank of the City of New York, 18 Pine Street, New York, New York, in a blocked account, entitled Wise & Ottenberg Clients Investments Account, maintained at the branch office of the aforesaid bank located at 60 East 42nd Street, New York, New York, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid nationals of a designated enemy country;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein con-

tained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 27, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13968; Filed, Aug. 12, 1946;  
9:40 a. m.]

[Vesting Order 6841]

MARGARETHE KOHLER

In re: Stocks, bonds and mortgage participation certificates owned by and debt owing to Margarethe Kohler. F-28-3230-A-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Margarethe Kohler, whose last known address is % Mr. Spielberg, Forsthaus Pölsfeld, Post Sangerhausen Land, Bezirk Halle, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows:

a. Thirteen and three-fourths (13¾) shares of \$1 par value capital stock of 43 West 29th Street Corporation, Room 1100, 20 Exchange Place, New York, New York, a corporation organized under the laws of the State of New York, evidenced by certificate number 11, registered in the name of Margarethe Kohler, and presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with all declared and unpaid dividends thereon,

b. Seven (7) shares of no par value common capital stock of Minneapolis & St. Louis Railway Company, Northwestern Bank Building, Minneapolis, Minnesota, a corporation organized under the laws of the State of Minnesota, evidenced by temporary certificate number T01070, registered in the name of King & Co., and presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with all declared and unpaid dividends thereon,

c. Eight thousand twenty-four ten thousandths (8,024/10,000) share of no par value common capital stock of Minneapolis & St. Louis Railway Company, Northwestern Bank Building, Minneapolis, Minnesota, a corporation organized under the laws of the State of Minnesota, evidenced by scrip certificate number SS854, issued in the name of bearer, and presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with all declared and unpaid dividends thereon,

d. One (1) 43 West 29th Street Corporation Debenture stp. Regd. 4%, 6/1/53, of \$825 face value, bearing the number 11, registered in the name of Margarethe



Kohler, presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with any and all rights thereunder and thereto,

e. Three (3) Iowa Central Railway Company 1st Mortgage Bonds, 5%, due June 1, 1938, each of the \$1,000 face value bearing the numbers 413, 414, and 415, issued in the name of bearer, presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with any and all rights thereunder and thereto.

f. Those certain mortgage participation certificates described in Exhibit A, attached hereto and by reference made a part hereof, registered in the name of Margarethe Kohler, and presently in the custody of City Bank Farmers Trust Company, 22 William Street, New York, New York, together with any and all rights thereunder and thereto,

g. That certain debt or other obligation owing to Margarethe Kohler, by City Bank Farmers Trust Company, 22 William Street, New York, New York, arising out of a custodian account, and any and all rights to demand, enforce, and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt within the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice

of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on June 28, 1946.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

#### EXHIBIT A

Original face value	Description of issue	Interest rate	Due date	Certificate No.
\$3,500.00	Participation in City Bank Farmers Trust Company B/M #3991, premises 37/41 W. 42nd St. and 38/48 W. 43rd St., New York, New York	Percent 4	11/1/45	A 16794
491.07	Participation in City Bank Farmers Trust Company B/M #19967, premises 43 West 29th St., New York, New York	4	9/28/49	A 20326
1,872.47	Participation in City Bank Farmers Trust Company B/M #20098, premises 801 Madison Avenue, New York, New York	4	3/1/55	A 28803

[F. R. Doc. 46-13969; Filed, Aug. 12, 1946; 9:40 a. m.]

[Vesting Order 7063]

FRIEDERIKE WEISS

In re: Bank account owned by Friederike Weiss. F-28-12692-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Friederike Weiss, whose last known address is Pleidesheim, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Friederike Weiss, by American Trust Company, 464 California Street, San Francisco, California, arising out of a savings account, Account Number 1020, entitled Friederike Weiss, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing

of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13970; Filed, Aug. 12, 1946; 9:40 a. m.]

[Vesting Order 7064]

THERESA WERMUTH

In re: Bank account owned by Theresa Wermuth. F-28-23919-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Theresa Wermuth, whose last known address is Wandsbeck (Hinschenfelde) Annenstrasse 5, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Theresa Wermuth, by Continental Illinois National Bank and Trust Company of Chicago, 231 South La Salle Street, Chicago, Illinois, arising out of a savings account, Account Number 170729, entitled Theresa Wermuth, and any and



all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13971; Filed, Aug. 12, 1946;  
9:40 a. m.]

[Vesting Order 7065]

HILDA MARIE WICHMANN

In re: Bank account owned by Hilda Marie Wichmann. F-28-23906-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Hilda Marie Wichmann, whose last known address is Hamburg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Hilda Marie Wichmann, by The Capital National Bank of Sacramento, Box 899, Sacramento 4, California, arising out of a savings account, Account Number 70977, entitled Hilda Marie Wichmann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13972; Filed, Aug. 12, 1946;  
9:40 a. m.]

[Vesting Order 7067]

CARL WILDEMANN

In re: Bank account owned by Carl Wildemann, F-28-23926-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Carl Wildemann, whose last known address is Gerechtesgasse 19, Thorn, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows:

That certain debt or other obligation owing to Carl Wildemann, by The First National Bank of Chicago, Clark, Monroe and Dearborn Streets, Chicago, Illinois, arising out of a savings account, Account Number 1,362,201, entitled Carl Wildemann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.



The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13973; Filed, Aug. 12, 1946;  
9:41 a. m.]

[Vesting Order 7068]

JONATHAN EMANUEL WILDEMAN

In re: Bank account owned by Jonathan Emanuel Wildemann. F-28-23927-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Jonathan Emanuel Wildemann, whose last known address is Zalesch, Zempelburg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Jonathan Emanuel Wildemann, by The First National Bank of Chicago, Clark, Monroe and Dearborn Streets, Chicago, Illinois, arising out of a savings account, Account Number 1,362,210, entitled Jonathan Emanuel Wildemann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it

be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13974; Filed, Aug. 12, 1946;  
9:41 a. m.]

[Vesting Order 7069]

LEOKADIA JOHANNA WILDEMAN

In re: Bank account owned by Leokadia Johanna Wildemann. F-28-23928-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Leokadia Johanna Wildemann, whose last known address is 17 at Fischerstrasse, Bromberg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Leokadia Johanna Wildemann, by The First National Bank of Chicago, 38 South Dearborn Street, Chicago, Illinois, arising out of a savings account, Account Number 1,362,211, entitled Leokadia Johanna Wildemann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the in-

terest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13975; Filed, Aug. 12, 1946;  
9:41 a. m.]

[Vesting Order 7070]

MARTHA NATALIE WILDEMAN

In re: Bank account owned by Martha Natalie Wildemann. F-28-23929-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Martha Natalie Wildemann, whose last known address is 25 Fischerstrasse, Bromberg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Martha Natalie Wildemann, by The First National Bank of Chicago, 38 South Dearborn Street, Chicago, Illinois, arising out of a savings account, Account Number 1,362,209, entitled Martha Natalie Wildemann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national



interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. The order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13976; Filed, Aug. 12, 1946;  
9:41 a. m.]

[Vesting Order 7071]

SIEGFRIED WILHELM WILDEMANN

In re: Bank account owned by Siegfried Wilhelm Wildemann. F-28-23931-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Siegfried Wilhelm Wildemann, whose last known address is Bromberg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Siegfried Wilhelm Wildemann, by The First National Bank of Chicago, Chicago, Illinois, arising out of

a savings account, Account Number 1,362,212, entitled Siegfried Wilhelm Wildemann, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13977; Filed, Aug. 12, 1946;  
9:41 a. m.]

[Vesting Order 7072]

DORA WINKELMANN

In re: Bank account owned by Dora Winkelmann. F-28-22612-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended,

and pursuant to law, the undersigned, after investigation, finding:

1. That Dora Winkelmann, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Dora Winkelmann, by Bank of America National Trust & Savings Association, Santa Monica, California, arising out of a savings account, entitled Dora Winkelmann #13473, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13978; Filed, Aug. 12, 1946;  
9:42 a. m.]



[Vesting Order 7073]

E. WINTER, A. G.

In re: Debt owing to E. Winter, A. G., also known as Edward Winter and as Edward Winter A/G. F-28-7961-C-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That E. Winter, A. G., also known as Edward Winter and Edward Winter A/G, the last known address of which is Berlin, Germany, is a corporation, partnership, association or other business organization, organized under the laws of Germany, and which has or, since the effective date of Executive Order No. 8389, as amended, has had its principal place of business in Germany and is a national of a designated enemy country (Germany);

2. That the property described as follows: a. That certain debt or other obligation owing to E. Winter, A. G., also known as Edward Winter and as Edward Winter A/G, by General Motors Overseas Operations, Division of General Motors Corporation, 1775 Broadway, New York 19, New York, in the amount of \$1,756.36, as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same, and

b. That certain debt or other obligation owing to E. Winter, A. G., also known as Edward Winter and as Edward Winter A/G, by General Motors Overseas Operations, Division of General Motors Corporation, 1775 Broadway, New York 19, New York, in the amount of \$563.26, as of December 31, 1945, together with any and all accruals thereto, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or de-

ductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13979; Filed, Aug. 12, 1946;  
9:42 a. m.]

[Vesting Order 7074]

HENRIETTE CHRISTINE AUGUSTE  
WITTGREFE

In re: Bank account owned by Henriette Christine Auguste Wittgreffe. F-28-23905-C-1 and F-28-23905-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Henriette Christine Auguste Wittgreffe, whose last known address is 6-A Herrlichkeit, Rahlstedt, Hamburg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Henriette Christine Auguste Wittgreffe, by Bank of America National Trust and Savings Association, 300 Montgomery Street, San Francisco, California, arising out of a savings account, Account Number 1173, entitled H. C. A. Wittgreffe, and any and all rights to demand, enforce and collect the same, is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms, "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13980; Filed, Aug. 12, 1946;  
9:42 a. m.]

[Vesting Order 7075]

FRANZ FR. WOLFF

In re: Bank account owned by Franz Fr. Wolff. F-28-23916-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Franz Fr. Wolff, whose last known address is Kasenau, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Franz Fr. Wolff, by The First National Bank of Chicago, Clark, Monroe and Dearborn Streets, Chicago, Illinois, arising out of a savings account, Account Number 1,369,603, entitled Franz Fr. Wolff, and any and all rights to demand, enforce and collect the same, is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within



a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13981; Filed, Aug. 12, 1946;  
9:42 a. m.]

[Vesting Order 7078]

REINHOLD WOLFF

In re: Bank account owned by Reinhold Wolff. F-28-23902-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Reinhold Wolff, whose last known address is Pommern, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Reinhold Wolff, by The First National Bank of Chicago, Chicago, Illinois, arising out of a savings account, Account Number 1,362,207, entitled Rein-

hold Wolff, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13982; Filed, Aug. 12, 1946;  
9:42 a. m.]

[Vesting Order 7078]

MRS. FRANZ ZERNHARD (LANDWIRT)

In re: Bank account owned by Mrs. Franz Zernhard (Landwirt). F-28-12609-C-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Mrs. Franz Zernhard (Landwirt), whose last known address is c/o Horb, Weitingen, Württemberg, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Mrs. Franz Zernhard (Landwirt), by Farmers National Bank, Shelbyville, Indiana, arising out of a savings account, entitled Mrs. Franz Zernhard (Landwirt), maintained at the aforesaid bank, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13984; Filed, Aug. 12, 1946;  
9:43 a. m.]



[Vesting Order 7077]

SOPHIE WOLFF

In re: Bank account owned by Sophie Wolff. F-28-23903-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Sophie Wolff, whose last known address is Pommern, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Sophie Wolff, by The First National Bank of Chicago, Chicago, Illinois, arising out of a savings account, Account Number 1,362,213, entitled Sophie Wolff, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13983; Filed, Aug. 12, 1946;  
9:42 a. m.]

[Vesting Order 7079]

ANNA ZIGMUNT

In Re: Bank account owned by Anna Zigmunt, also known as Anna Buettner. D-28-12613-E-1.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Anna Zigmunt, also known as Anna Buettner, whose last known address is Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: That certain debt or other obligation owing to Anna Zigmunt, also known as Anna Buettner, by The Philadelphia Saving Fund Society, 700 Walnut Street, Philadelphia, Pennsylvania, arising out of a savings account, Account Number E 96,066, entitled Anna Zigmunt, and any and all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 10, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13985; Filed, Aug. 12, 1946;  
9:43 a. m.]

[Vesting Order 7100]

UNITED AMERICAN BUILDING AND LOAN  
ASSN.

In re: In the Matter of the Voluntary Dissolution and Liquidation of the United American Building and Loan Association of Newark, New Jersey. File No. D-28-9471; E. T. sec. 12746.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Lina Roszbach in and to the sum of \$575.84 now being held by I. Grant Scott, Clerk of the Court of Chancery of New Jersey, pursuant to an Order of the Court of Chancery of New Jersey, entered in the proceedings entitled "In the Matter of the Voluntary Dissolution and Liquidation of the United American Building and Loan Association of Newark, New Jersey", on January 23, 1945.

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

*National and Last Known Address*

Lina Roszbach, Germany.

That such property is in the process of administration by I. Grant Scott, Clerk of the Court of Chancery of New Jersey, as Depositary, acting under the judicial supervision of the Court of Chancery of the State of New Jersey, Trenton, New Jersey;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

Hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liqui-



dated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095 as amended.

Executed at Washington, D. C. on July 15, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13986; Filed, Aug. 12, 1946;  
9:43 a. m.]

[Vesting Order 7251]

CHARLOTTE C. L. BOLTEN

In re: Claim owned by Charlotte C. L. Bolten.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Charlotte C. L. Bolten, whose last known address is Percha, near Starnburg, State of Bavaria, Germany, is a resident of Germany and a national of a designated enemy country (Germany);

2. That the property described as follows: All right, title, interest and claim of any name or nature whatsoever of Charlotte C. L. Bolten, in and to any and all obligations, contingent or otherwise, and whether or not matured, owing to her by the City of New York, including but not limited to those sums arising by reason of condemnation proceedings against real property, located at 247-249 Washington Street, Brooklyn, Kings County, New York, and pursuant to an Order to Condemn, dated November 26, 1945, entered in the Supreme Court of the State of New York, County of Kings, in an action entitled "In the Matter of the Application of the City of New York, relative to acquiring title, when not heretofore acquired, to certain real property in Block 115 bounded by Concord, Adams, Tillary and Washington Streets; and the Northerly portion of Block 85, bounded by Sands, Adams, High and Washington

Streets, for public purposes, in the Borough of Brooklyn," and any and all security rights in and to any and all collateral for any and all such obligations and the right to enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country (Germany);

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 29, 1946.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 46-13987; Filed, Aug. 12, 1946;  
9:43 a. m.]

[Vesting Order 7369]

EUGENE RICHARD HEROLD

In re: Estate of Eugene Richard Herold, also known as Eugene R. Herold, deceased. File D-28-10204; E. T. sec. 14535.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows:

(a) All right, title, interest and claim of any kind or character whatsoever of Herta Kruger, Kurt Kruger, Sofa Herold, George Herold, Gertrud Herold, Paul Herold and Karl Herold, and each of them, in and to the estate of Eugene Richard Herold, also known as Eugene R. Herold, deceased.

is property payable or deliverable to, or claimed by, nationals of a designated enemy country, Germany, namely,

Nationals and Last Known Address

Herta Kruger, Germany.  
Kurt Kruger, Germany.  
Sofa Herold, Germany.  
George Herold, Germany.  
Gertrud Herold, Germany.  
Paul Herold, Germany.  
Karl Herold, Germany.

That such property is in the process of administration by Philip G. Holmgren, c/o C. C. Hall, 107 Citizens Bank Building, Portland, Oregon, as Administrator, acting under the judicial supervision of the Circuit Court of the State of Oregon, for the County of Multnomah;

(b) All right, title, interest and estate, both legal and equitable, of Herta Kruger, Kurt Kruger, Sofa Herold, George Herold, Gertrud Herold, Paul Herold and Karl Herold, in and to that certain real property described as follows:

Lots 5 and 6, Block 11, Glenn Harbor, according to duly recorded map and plat thereof on file, Multnomah County, Oregon, together with all hereditaments, fixtures, improvements and appurtenances thereto, and any and all claims for rents, refunds, benefits or other payments arising from the ownership of such property,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforementioned nationals of a designated enemy country, Germany;

And determining that to the extent that such nationals are persons not within a designated enemy country, the national interest of the United States requires that such persons be treated as nationals of a designated enemy country, (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such prop-



erty or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 31, 1946.

[SEAL] FRANCIS J. McNAMARA,  
Deputy Alien Property Custodian.

[F. R. Doc. 46-13988; Filed, Aug. 12, 1946; 9:43 a. m.]

[Vesting Order 7370]

HERMAN A. NEWMAN

In re: Estate of Herman A. Newman, deceased. File No. D-28-10775; E. T. sec. 15176.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Lotta Neuman, married name unknown, in and to the estate of Herman A. Newman, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely;

National and Last Known Address

Lotta Neuman, Germany.

That such property is in the process of administration by Anthony Altman, as Executor, acting under the judicial supervision of the Superior Court of the State of Washington, in and for the County of Spokane;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be

determined to take any one or all of such actions.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on August 7, 1946.

[SEAL] FRANCIS J. McNAMARA,  
Deputy Alien Property Custodian.

[F. R. Doc. 46-13989; Filed, Aug. 12, 1946; 9:43 a. m.]

[Vesting Order 7371]

BERTOLD SCHMIDT

In re: Estate of Bertold Schmidt, deceased. File D-28-10362; E. T. sec. 14752.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

That the property described as follows: All right, title, interest and claim of any kind or character whatsoever of Rosina Schmidt, married name unknown, in and to the Estate of Bertold Schmidt, deceased,

is property payable or deliverable to, or claimed by, a national of a designated enemy country, Germany, namely,

National and Last Known Address

Rosina Schmidt, married name unknown, Germany.

That such property is in the process of administration by Roy Brooks, as Administrator, acting under the judicial supervision of the Superior Court of the State of California, in and for the County of Tulare;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

The terms "national" and "designated enemy country" as used herein shall have

the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on August 7, 1946.

[SEAL] FRANCIS J. McNAMARA,  
Deputy Alien Property Custodian.

[F. R. Doc. 46-13990; Filed, Aug. 12, 1946; 9:43 a. m.]

[Vesting Order 7223]

KOICHIRO SUMIDA

In re: Bank account and securities owned by Koichiro Sumida. F-39-892.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Koichiro Sumida, whose last known address is Osaka, Japan, is a resident of Japan and a national of a designated enemy country (Japan);

2. That the property described as follows:

a. 1500 shares of \$5 par value common capital stock of Honolulu Sake Brewery & Ice Company, Limited, 2150 Booth Road, Honolulu, T. H., a corporation organized under the laws of the Territory of Hawaii, evidenced by Certificates Numbers 596, 597, 598, 605 and 666, and registered in the name of Koichiro Sumida, together with all declared and unpaid dividends thereon, and

b. That certain debt or other obligation owing to Koichiro Sumida, by Bank of Hawaii, Honolulu, T. H., arising out of a blocked savings account, Account Number 143855, entitled Koichiro Sumida, and any all rights to demand, enforce and collect the same,

is property within the United States owned or controlled by, payable or deliverable to, held on behalf of or on account of, or owing to, or which is evidence of ownership or control by, the aforesaid national of a designated enemy country;

And determining that to the extent that such national is a person not within a designated enemy country, the national interest of the United States requires that such person be treated as a national of a designated enemy country (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to constitute an admission by the Alien Property Custodian of the lawfulness of, or acquiescence in, or licensing of, any set-offs, charges or deductions, nor shall it be deemed to limit the power of the Alien Property Custodian to return



such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on July 24, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13991; Filed, Aug. 12, 1946;  
9:44 a. m.]

[Dissolution Order 40]

THEODOR WILLE & CO., INC.

Whereas, by Vesting Order Number 1092, dated March 22, 1943 (8 F.R. 5189, April 20, 1943) as amended August 27, 1943 (8 F.R. 12149, September 3, 1943), the Alien Property Custodian vested all the issued and outstanding shares of the capital stock of Theodor Wille & Co., Incorporated, a New York corporation, and

Whereas, by said Vesting Order Number 1092, the Alien Property Custodian vested all right, title, interest and claim of any name or nature whatsoever of Olga Jurksheit and Hans U. Uebele, and each of them, in and to all obligations, contingent or otherwise, and whether or not matured, owing to them, or either of them, by said Theodor Wille & Co., Incorporated, and it has been determined that a certain claim in favor of Olga Jurksheit in the amount of \$302.52 and a certain claim in favor of Hans U. Uebele in the amount of \$10.78 were thereby

vested in the Alien Property Custodian; and

Whereas Theodor Wille & Co., Incorporated, has been substantially liquidated under the supervision of the Alien Property Custodian,

Now under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation:

1. Finding that the claims of all known creditors have been paid except such claim, if any, as the Alien Property Custodian may have for monies advanced or services rendered to or on behalf of the corporation; and except a claim of the United States in the sum of \$18.00 and possible interest and penalties for Social Security taxes; and except a claim of the State of New York in the sum of \$35.91 and possible interest and penalties for Unemployment Insurance taxes; and except a claim formerly of Hans U. Uebele in the sum of \$10.78 which has been vested by the Alien Property Custodian as aforesaid; and except a claim formerly of Olga Jurksheit in the sum of \$302.52 which has been vested by the Alien Property Custodian as aforesaid; and

2. Having determined that it is in the national interest of the United States that said corporation be dissolved, and that its assets be distributed, and a Certificate of Dissolution having been issued by the Secretary of State of the State of New York;

hereby orders, that the officers and directors of Theodor Wille & Co., Incorporated (to wit, Henry S. Sellin, President and Director, Stanley B. Reid, Secretary and Director, Robert Kramer, Treasurer and Director, Francis J. Carmody, Director and Angelo Dispenzere, Director, and their successors, or any of them), continue the proceedings for the dissolution of Theodor Wille & Co., Incorporated, in accordance with the statutes of the State of New York in such case made and provided; and further orders, that the said officers and directors wind up the affairs of the corporation and distribute the assets thereof coming into their possession as follows:

(a) They shall first pay the current expenses and reasonable and necessary charges of winding up the affairs of said

corporation and the dissolution thereof; and

(b) They shall then pay all known Federal, state, and local taxes and fees owed by or accruing against the said corporation; and

(c) They shall then pay over, transfer, assign and deliver to the Alien Property Custodian, all of the funds and property, if any, remaining in their hands after the payments as aforesaid, the same to be applied by him, first, in satisfaction of the vested claims in the amounts of \$302.52 and \$10.78 described above; second, in satisfaction of such claims, if any, as he may have for monies advanced or services rendered to or on behalf of the corporation, and third, as a liquidating distribution of assets to the Alien Property Custodian as holder of all the issued and outstanding stock of the corporation; and

further orders, that nothing herein set forth shall be construed as prejudicing the rights, under the laws of the State of New York, of any person who may claim against said corporation: *Provided, however,* That nothing herein contained shall be construed as creating additional rights in such persons; and such persons or any of them may file claims with the Alien Property Custodian, against any funds or property received by the Alien Property Custodian hereunder: *Provided, however,* That any such claims against said corporation shall be filed with or presented to the Alien Property Custodian within the time prescribed for such claims by the statutes of the State of New York; and further orders, That all actions taken and acts done by the said officers and directors of Theodor Wille & Co., Incorporated, pursuant to this order and the directions contained herein shall be deemed to have been taken and done in reliance on and pursuant to paragraph numbered (2) of subdivision (b) of section 5 of the Trading with the Enemy Act, as amended, and the acquittance and exculpation provided therein.

Executed at Washington, D. C., this 31st day of July, 1946.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 46-13992; Filed, Aug. 12, 1946;  
9:44 a. m.]